



# UPDATED AGENDA

## OCONEE COUNTY COUNCIL MEETING

May 4, 2021

6:00 PM

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

### Call to Order

### Public Comment Session

*[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

*If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com) or 864-718-1023, so that she may receive your comment and read it into the record.*

### Council Member Comments

### Moment of Silence

### Invocation by County Council Chaplain

### Pledge of Allegiance to the Flag of the United States of America

### Approval of Minutes

- April 20, 2021 Regular Minutes

### Administrator Comments

### Attorney Comments

### Proclamation 2021-05

- Proclamation 2021-05 Recognizing May 15, 2021 as Peace Officers Memorial Day and May 9, 2021 through May 15, 2021 as National Police Week

### Proclamation 2021-06

- Proclamation 2021-06 National Safe Boating Week

### Presentation to Council

- Appalachian Council of Governments / *Mr. Steve Pelissier, Executive Director*

### Public Hearings for the Following Ordinances

*If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com) or 864-718-1023 so that she may coordinate your participation by telephone.*

**Ordinance 2021-08** “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS “PROJECT RISE,” PROVIDING FOR THE PAYMENT OF A SPECIAL SOURCE REVENUE CREDIT TO SUCH

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Julian Davis, III, Chair Pro Tem, District IV

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COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.”

*An Economic Development matter*

### **Third Reading of the Following Ordinances**

**Ordinance 2021-08** *[see caption above]*

### **Second Reading of the Following Ordinances**

**Ordinance 2021-09** “AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE “LITTER CONTROL ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.””

*Forwarded from the Law Enforcement, Public Safety, Health & Welfare Committee*

**Ordinance 2021-10** “AN ORDINANCE REPEALING ORDINANCE 2021-04, WHICH REQUIRED INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN FACILITIES OWNED OR OPERATED BY OCONEE COUNTY.”

*General Government matter*

### **First Reading of the Following Ordinances**

**Ordinance 2021-11** “AN ORDINANCE ESTABLISHING CHAPTER 40 OF THE OCONEE COUNTY CODE OF ORDINANCES, TO BE ENTITLED “CULTURAL AND HISTORIC PRESERVATION,” AND ENACTING ARTICLE V THERETO, CAPTIONED “PROTECTION OF HISTORICAL MEMORIALS.”

*Forwarded from the Law Enforcement, Public Safety, Health & Welfare Committee*

**Ordinance 2021-12** “AN ORDINANCE CONSENTING TO THE TRANSFER OF CERTAIN REAL PROPERTY THAT HAS BEEN FORFEITED TO THE OFFICE OF THE OCONEE COUNTY SHERIFF; AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE CERTAIN ACTIONS IN RELATION THERETO; AND OTHER RELATED MATTERS.”

*Forwarded from the Law Enforcement, Public Safety, Health & Welfare Committee*

### **First & Final Reading for the Following Resolutions**

**Resolution 2021-06** “A RESOLUTION APPOINTING AND COMMISSIONING MATTHEW LANE THOMAS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.”

### **Discussion Regarding Action Items**

**Change Order # 1, PO 53717 Engineering Services for Cherokee Lake Road Bridge Replacement / Roads & Bridges / PO 53717: \$49,840.00**

**\$89,780.00**

**Purchase Order Total: \$139,620.00**

**Remaining Budget: \$597,747.28 / Project Cost: \$89,780.00 / Balance: 507,967.28**

On October 25, 2019, Purchase Order 53717 to Davis & Floyd, Inc was issued for Engineering Services for Cherokee Lake Road Bridge Replacement, in the amount of \$49,840.00. The services included on this

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purchase order were (tasks 1-5): topographic survey, soil test borings, preliminary roadway plans and right-of-way plans, preliminary bridge plans, and additional right-of-way (easement) assistance.

Davis and Floyd completed tasks 1-5 listed above and has submitted a proposal in the amount of \$89,780.00 for tasks 6-11 to include Final Roadway Plans, Final Bridge Plans, Bidding Services, Construction Support Services, Construction Inspections and Lead & Asbestos Survey.

The existing bridge on Cherokee Lake Rd is in need of replacement due to structural and functional deficiencies. This bridge is located where Cheohee Creek initially passes under Cherokee Lake Road. The Cheohee Valley Fire Substation is located above this bridge and uses it for access to get to Cheohee Valley Rd. Davis and Floyd has performed preliminary design work (tasks 1-5) on the roadway to ensure the feasibility of construction along with assessing the existing right-of-way to make sure it was sufficient for construction. Staff is requesting Council approval for Change Order #1 to PO 53717 for Engineering Services for Final Design, Bidding & Construction to Davis and Floyd.

It is the staff's recommendation that Council approve Change Order # 1 to PO 53717 in the amount of \$89,780.00; which brings the purchase order total to \$139,620.00.

**Compactor & Container For Solid Waste / Solid Waste / \$150,767.36**  
**Budget:** \$ 150,802.56 / **Project Cost:** \$150,767.36 / **Balance:** \$ 35.20

This bid was issued March 5, 2021 to purchase four (4) containers and six (6) compactors with power units, guide islands and hoppers to be installed at the following Manned Recycling Centers: Strawberry Farm, Mnt. Rest, Long Creek, Salem and Ebenezer. The compactors and containers will replace aging, run down units or some containers may be an additional unit at various centers. The contractor is to provide full installation including all electrical work from disconnect to power unit. The compactors and containers will be shipped from Ajax, Ontario, Canada and the installation will be performed by a subcontractor; All Baler and Hydraulic Repairs of Travelers Rest, SC. The replaced units will be refurbished, if applicable, or sold for scrap metal. The County will be required to pay Sales/Use Tax directly to the SC Department of Revenue for this purchase in the amount of \$8,211.36. The total for the purchase and installation of the compactors and containers is \$150,767.36 (\$142,556.00 Reaction Distributing and \$8,211.36 SC DOR).

It is the staff's recommendation that Council [1] approve the award of bid ITB 20-06, Reaction Distributing, Inc. of Ajax, Ontario, Canada in the amount of \$142,556.00 and [2] approve payment in the amount of \$ 8,211.36 to SC DOR for Sales/Use tax.

**Design Build Services for Westminster Magistrates Office / Magistrate / \$767,534.00**  
**Contingency (20%) \$153,506.80**  
**Total \$921,040.80**

**Budget:** \$921,040.80 / **Project Cost:** \$921,040.80 / **Balance:** \$0.00

*Procurement pending approval of the FY 21-22 budget*

On March 3, 2020, County Council approved the RFP 19-03 Design Build Services to Trehel Corporation for the initial Schematic and Design Phases in the amount of \$15,000.00. On August 18, 2020 the Real Estate, Facilities & Land Management Meeting made a motion directing staff to present the proposed construction documents and Construction phase of the project to County Council. County Staff reviewed different options of renovation vs. new construction and negotiated pricing to reduce the cost of the New Westminster Magistrates Office. Staff recommends demolition of the current structure and construction of

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a new 3,581 sq. ft. facility. Staff is requesting approval of phase three and four to Trehel Corporation in the amount of 767,534.00 plus \$153,506.80 (20% contingency) for a total amount of \$ \$921,040.80.

Design-Build is a method of project delivery in which *one* entity (Design-Builder) forges a *single* contract with the Owner to provide for Architectural Engineering design services AND construction services.

This design build project consists of four (4) phases:

Phase One: Schematic Phase

Phase Two: Design Development

Phase Three: Construction Documents

Phase Four: Construction Phase

It is the staff’s recommendation that Council [1] approve the award of Phase three and four for Westminster Magistrates Office to Trehel Corporation of Clemson, SC in the amount of \$767,534.00 plus 20% contingency in the amount of \$153,506.80 for a total award of \$921,040.80, pending the approval of the FY 21-22 budget and [2] authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

### Council Committee Reports

Planning & Economic Development / Mr. Cain.....[03.16.2021]

### Board & Commission Appointments

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1<sup>st</sup> quarter of 2021] appointment and/or reappointment as follows:

#### Building Codes Appeal Board

1 At-Large Seat: No questionnaire on file for this seat

### Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Drift.

[2] Receive legal advice related to a Reasonable Accommodation Request under the federal Fair Housing Act.

[3] Receive legal advice and discuss potential transfer of County-owned property and matters directly related thereto.

### Discussion Regarding Action Items [cont’d]

**Discuss and take action on Elevated Youth Service’s Reasonable Accommodation Request under the federal Fair Housing Act in relation to the establishment of a residential treatment home for handicapped youth at 602 Walter Scott Lane, West Union, South Carolina**

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# Discuss and act on proposed letter of intent related to County-owned property and matters related thereto

## Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.  
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

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## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
  - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
  - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
  - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
  - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
  - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
  - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
  - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**PROCLAMATION 2021-05**

**A PROCLAMATION RECOGNIZING MAY 15, 2021 AS PEACE OFFICERS  
MEMORIAL DAY AND MAY 9, 2021 THROUGH MAY 15, 2021 AS NATIONAL  
POLICE WEEK.**

**WHEREAS**, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15<sup>th</sup> as Peace Officers Memorial Day and the week in which it falls as National Police Week; and,

**WHEREAS**, Peace Officers Memorial Day pays special recognition to those law enforcement officers who have been killed or disabled in the line of duty for the safety and protection of others; and,

**WHEREAS**, law enforcement officers serve with courage, dedication, and strength. They fearlessly enforce laws at the risk of personal peril, safeguarding the property, liberty, and lives of others; and,

**WHEREAS**, on Peace Officers Memorial Day and throughout National Police Week, we express our unending gratitude to law enforcement officers who selflessly confront danger to protect our families and defend our communities; and,


**WHEREAS**, the law enforcement officers of Oconee County unceasingly provide a vital public service; and

**WHEREAS**, we owe law enforcement officers, and their families, our full and enduring support.

**NOW, THEREFORE**, we, Oconee County Council, do hereby recognize and proclaim May 15<sup>th</sup> as Peace Officers Memorial Day and May 9<sup>th</sup> through 15<sup>th</sup> as National Police Week in Oconee County, South Carolina. We urge all citizens to celebrate those who have made the ultimate sacrifice in the line of duty and law enforcement officers who continue to serve the people of Oconee County each and every day.

**APPROVED AND ADOPTED** this 4<sup>th</sup> day of May, 2021.

OCONEE COUNTY, SOUTH CAROLINA

  
John Elliott, Chairman of County Council

ATTEST:  
  
Katie D. Smith, Clerk to County Council





STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**PROCLAMATION 2021-06**

**A PROCLAMATION FOR NATIONAL SAFE BOATING WEEK**

**Whereas**, on average, 600 people die each year in boating-related accidents in the U.S.; approximately 79% of these are fatalities caused by drowning; and

**Whereas**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

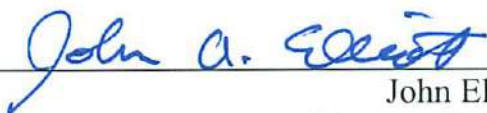
**Whereas**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

**Whereas**, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past.

**Therefore**, we, the Oconee County Council, do hereby support the goals of the Safe Boating Campaign and proclaim May 22 – 28, 2021 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

**APPROVED AND ADOPTED** this 4<sup>th</sup> day of May, 2021.

OCONEE COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
John Elliott  
Chairman of County Council



ATTEST:  
  
\_\_\_\_\_  
Katie D. Smith, Clerk to Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-08**

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**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT RISE," PROVIDING FOR THE PAYMENT OF A SPECIAL SOURCE REVENUE CREDIT TO SUCH COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

Be it ordained by the County Council of Oconee County, South Carolina:

**Section 1. Findings.** The Oconee County Council finds that:

(a) Oconee County, South Carolina ("County") acting by and through its County Council ("Council") is authorized and empowered by Sections 4-1-175, 4-1-170, 4-1-172 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, "Act"), to (i) provide special source revenue credits against payments in lieu of taxes derived by the County pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise and other infrastructure in order to enhance the economic development of the County, through which powers the industrial development of the State of South Carolina ("State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) The County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors;

(c) A company or companies known for the time being as "Project Rise" ("Company"), propose to locate a facility upon certain land in the County ("Land") and are proposing investment in property and certain real estate improvements located in the County, the cost of which is estimated to be approximately \$22,000,000.00 over 5 years (collectively, "Project");

(d) The Project is located entirely within the County, and it is anticipated the Project will be included in and subject to a multi-county park arrangement pursuant to the MCIP Act as described in this Ordinance ("Park");

(e) The Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement by and between the County and the Company ("SSRC Agreement"), the substantially finally form of which is attached as Exhibit A, which provides for special source revenue credits against fees in lieu of tax payable by the Company under the agreement relating to the Park for a

period of 5 years for the Project or each component thereof placed in service during an initial five-year investment period and any investment period extension to which the County and the Company agree, in amounts as follows: 75% of annual fee payments in years 1-3 and 25% of annual fee payments in years 4-5, provided, however, the aggregate special source revenue credits related to the Project or the Land, or both, shall not exceed \$675,000.00;

(f) The County has caused to be prepared and presented to the Council the form of an agreement for Development of a Joint County Industrial Park (Project Rise) by and between the County and Pickens County ("MCIP Agreement"), the substantially finally form of which is attached as Exhibit B, pursuant to which the Land shall be located in a Park upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council; and

(g) Based solely on the Company's representations, it appears that the SSRC Agreement and MCIP Agreement, which are attached to this Ordinance, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

**Section 2. Approval of SSRC Agreement and MCIP Agreement.** Subject to the provisions of Section 5 of this Ordinance, provisions relating to a county's ability to govern itself by "home rule" regarding the procedural requirements for adopting ordinances and approving agreements, any law that may relate to the SSRC Agreement or MCIP Agreement, or both, and State law generally, and, to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the SSRC Agreement and the MCIP Agreement are each hereby authorized, ratified, and approved.

The County hereby authorizes the Chair of Council to execute and deliver the SSRC Agreement and the MCIP Agreement and deliver the same to the Company and Pickens County, as applicable, each in the forms now before Council or with such changes thereto as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute evidence of such approval. The Clerk to County Council shall attest the SSRC Agreement and the MCIP Agreement and affix the County seal to each agreement (to the extent requested).

**Section 3. Multi-County Park.** The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in Section 1 of this Ordinance. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

**Section 4. Statutory Findings.** Based solely on information provided by the Company, Council makes the following additional findings:

(a) The County's actions herein will serve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the special source revenue credits set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

**Section 5. Authority to Act.** The Chair of County Council, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed, for and on behalf of the County, to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

**Section 6. Severability.** If any portion of this Ordinance is unenforceable for any reason, then the remainder of this Ordinance is unaffected.

**Section 7. Controlling Provisions.** If this Ordinance conflicts in any respect with any other County ordinance, resolution, or order, then this Ordinance, to the extent of that conflict, supersedes and controls.

**Section 8. Effective Date.** This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved this 4<sup>th</sup> day of May, 2021

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliott, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to Council  
Oconee County Council

First Reading:           March 16, 2021  
Second Reading:       April 20, 2021  
Public Hearing:           May 4, 2021  
Third Reading:          May 4, 2021

**EXHIBIT A**  
**FORM OF SSRC AGREEMENT**

**EXHIBIT B**  
**FORM OF MCP AGREEMENT**

**STATE OF SOUTH CAROLINA     )**     **AGREEMENT FOR DEVELOPMENT OF A**  
**COUNTY OF OCONEE             )**     **JOINT COUNTY INDUSTRIAL AND**  
**COUNTY OF PICKENS            )**     **BUSINESS PARK (PROJECT RISE)**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [], 2021, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

**RECITALS**

**WHEREAS**, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2021-08, enacted by Oconee County Council on May 4, 2021, and Ordinance No. [], enacted by Pickens County Council on [], 2021, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County, only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

**WHEREAS**, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

**2. Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Rise” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.



(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code ("Non-Qualifying Site"), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

**4. Fee in Lieu of Taxes.** To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Expenses.** Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county's portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.** Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
----	---------------	-----

B. Pickens County 1%

If the property is located in the Pickens County portion of the Park:

A. Oconee County 1%  
B. Pickens County 99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

**7. Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in either Oconee County or Pickens County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time.

(C) Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in either Pickens County or Oconee County shall be distributed within Pickens County in accordance with the applicable governing ordinance of Pickens County in effect from time to time.

**8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated Fee in Lieu of Tax Agreements"), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

**9. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

**10. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the

Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**11. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

**12. Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

**13. South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

**14. Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**15. Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

**16. Term; Termination.** This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, the Company, to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Special Source Revenue Credit Agreement by and between Oconee County, South Carolina and the Company, dated as of May 4, 2021, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Oconee County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Pickens County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Pickens County, South Carolina

**EXHIBIT A**  
**OCONEE COUNTY PROPERTY**

Legal Description.

Commencing at the Point of Beginning, a 1/2" Rebar on the Right-of-Way of State Road S-402 also known as Sheep Farm Road, with SC State Plane Coordinates; Northing 1,049,871.26, Easting 1,398,609.23 and being North 12°20'16" East, a distance of 99.66 feet from a computed point in the intersection of Sheep Farm Road, S-37-402 and Bountyland Road, S-37-135, thence North 36°31'17" West, a distance of 434.17 feet to the beginning of a curve concave to the northeast having a radius of 3925.00 feet and a central angle of 9°34'27" and being subtended by a chord which bears North 32°52'55" West 655.11 feet; thence northwesterly along said curve, a distance of 655.88 feet to a point of cusp; thence North 61°57'03" East, a distance of 45.00 feet to a point of cusp on a curve concave to the northeast having a radius of 3880.00 feet and a central angle of 3°17'53" and being subtended by a chord which bears North 26°26'47" West 223.30 feet; thence northwesterly along said curve, a distance of 223.33 feet to a point of cusp; thence South 81°22'48" East, a distance of 8.81 feet; thence North 63°41'52" East, a distance of 67.65 feet; thence North 67°27'02" East, a distance of 65.77 feet; thence North 88°23'57" East, a distance of 32.36 feet; thence North 61°43'20" East, a distance of 104.61 feet; thence North 82°37'21" East, a distance of 35.54 feet; thence North 58°50'27" East, a distance of 58.31 feet; thence North 78°27'30" East, a distance of 69.46 feet; thence North 64°39'32" East, a distance of 9.11 feet; thence South 44°18'45" East, a distance of 976.91 feet; thence South 63°09'17" West, a distance of 251.24 feet; thence South 27°22'54" East, a distance of 372.01 feet; thence South 66°21'55" West, a distance of 362.63 feet; thence North 74°11'34" West, a distance of 40.92 feet to the Point of Beginning. Containing 16.54 Ac., more or less.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**EXHIBIT B**  
**PICKENS COUNTY PROPERTY**

**NONE**

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

## **SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of May 4, 2021, by and between PSL Seneca Propco LLC, a Georgia limited liability company (“Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

### **WITNESSETH:**

**WHEREAS**, the County, acting by and through its County Council (“County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (“Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

**WHEREAS**, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County (“Project”). The Company anticipates that the Project will result in an investment of approximately \$22,000,000.00 in taxable property in the County during the Investment Period (as defined below);

**WHEREAS**, the County and Pickens County, South Carolina have established a joint county industrial and business park (“Park”), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project is or will be included;

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

**WHEREAS**, by Ordinance duly enacted by the County Council on May 4, 2021, following a public hearing conducted on May 4, 2021, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

### **ARTICLE I DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina

1976, as amended.

*“Administration Expenses”* shall mean the reasonable and necessary expenses including reasonable attorneys’ fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

*“Affiliate”* shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

*“Agreement”* shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

*“Co-Investor”* shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act. The County and Company hereby acknowledge and agree that, as of the date hereof, each of Phoenix Seneca Developer LLC, Phoenix Development Group Partners LLC and Phoenix Senior Living LLC are designated as Co-Investors entitled to the benefits of this Agreement.

*“Code”* shall mean the Code of Laws of South Carolina 1976, as amended.

*“Company”* shall mean PSL Seneca Propco LLC, a Georgia limited liability company, and its successors and assigns as permitted herein.

*“Cost”* or *“Cost of the Infrastructure”* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

*“County”* shall mean Oconee County, South Carolina, a body politic and corporate and a political



subdivision of the State of South Carolina, and its successors and assigns.

*"County Council"* shall mean the County Council of the County.

*"Event of Default"* shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

*"Fee Payments"* shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

*"Infrastructure"* shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

*"Investment Period"* shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

*"Land"* shall mean the real property in the County more specifically described on Exhibit A hereto.

*"Multi-County Fee"* shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

*"Net Fee Payments"* shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

*"Ordinance"* shall mean the Ordinance enacted by the County Council of the County on May 4, 2021, authorizing the execution and delivery of this Agreement.

*"Park"* shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

*"Park Agreement"* shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Rise), dated on or about July 12, 2021, by and between the County and Pickens County, South Carolina, as from time to time amended.

*"Person"* shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

*"Project"* shall mean the Company's acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

*"Special Source Revenue Credits"* or *"Credits"* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company's Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

*"State"* shall mean the State of South Carolina.

**ARTICLE II  
REPRESENTATIONS AND WARRANTIES**

**Section 2.01 Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the undersigned representatives of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

**Section 2.02 Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company in good standing under the laws of the State of Georgia, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the

enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

### **Section 2.03 Covenants of the County.**

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

#### **Section 2.04 Covenants of the Company.**

(a) The Company shall use its commercially reasonable efforts to invest not less than \$22,000,000.00 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$5,000.00.

#### **Section 2.05 Indemnification.**

(a) Subject to the provisions of this Section 2.05, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) to the extent that such Losses result

from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

### ARTICLE III SPECIAL SOURCE REVENUE CREDITS

**Section 3.01 Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

**Section 3.02 Special Source Revenue Credits.** The County agrees to provide Special Source Revenue Credits for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against payments in lieu of taxes as provided in Section 4-1-175 of the Act in an amount equal to 75% of each annual Fee Payment to be made by the Company during years 1-3 of this Agreement and 25% of each annual Fee Payment to be made by the Company during years 4-5 of this Agreement. The aggregate amount of Special Source Revenue Credits provided to the Company under this Agreement shall not exceed \$675,000.00. The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during years 1-5 following the placement in service of the initial asset investment which shall coincide with the first Fee Payment due to the County by the Company. Upon receipt of payment of all Fee Payments and any ad valorem property taxes then due with respect to the Project or any other property of the Company located in the County and an Annual Credit Certification, substantially in the form attached as Exhibit B, the County shall rebate to the Company the Special Source Revenue Credits to be paid by check for such year no later than ninety (90) days following receipt of the annual filing and payment.

(b) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(d) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

**Section 3.03 Repayment of Special Source Revenue Credits.** If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$22,000,000.00 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$22,000,000. Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV  
CONDITIONS TO DELIVERY OF AGREEMENT;  
TITLE TO INFRASTRUCTURE

**Section 4.01 Documents to be Provided by County.** Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

**Section 4.02 Transfer of Project.** The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed

and may be evidenced by a Resolution of the County Council.

**ARTICLE V  
DEFAULTS AND REMEDIES**

**Section 5.01 Events of Default.** Each of the following shall be an “Event of Default” under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County, as the case may be, has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

**Section 5.02 Legal Proceedings by Company or County.** Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party’s duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs,

penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

**Section 5.03 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**Section 5.04 Nonwaiver.** No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI MISCELLANEOUS

**Section 6.01 Successors and Assigns.** All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

**Section 6.02 Provisions of Agreement for Sole Benefit of County and Company.** Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 6.03 Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

**Section 6.04 No Liability for Personnel of County or Company.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 6.05 Notices.** All notices, certificates, requests, or other communications under this



Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

Oconee County, South Carolina  
Attention: County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

Oconee County, South Carolina  
Attention: County Attorney  
415 S. Pine Street  
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

Michael Kozlarek  
Kozlarek Law LLC  
330 East Coffee Street  
Greenville, SC 29601

as to the Company:

PSL Seneca Propco LLC  
Attention: Scot Burton, General Counsel  
10933 Crabapple Road  
Roswell, GA 30075

with a copy (which shall not constitute notice) to:

Womble Bond Dickinson (US) LLP  
Attention: Stephanie Few  
5 Exchange Street  
Charleston, SC 29401

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

**Section 6.06 Applicable Law.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**Section 6.07 Execution.** This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 6.08 Amendments.** This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be

approved via resolution of County Council.

**Section 6.09 Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

**Section 6.10 Termination; Defaulted Payments.** This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

**[TWO SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliott, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Katie D. Smith, Clerk to Council  
Oconee County Council

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

PSL SENECA PROPCO LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Legal Description.

Commencing at the Point of Beginning, a 1/2" Rebar on the Right-of-Way of State Road S-402 also known as Sheep Farm Road, with SC State Plane Coordinates; Northing 1,049,871.26, Easting 1,398,609.23 and being North 12°20'16" East, a distance of 99.66 feet from a computed point in the intersection of Sheep Farm Road, S-37-402 and Bountyland Road, S-37-135, thence North 36°31'17" West, a distance of 434.17 feet to the beginning of a curve concave to the northeast having a radius of 3925.00 feet and a central angle of 9°34'27" and being subtended by a chord which bears North 32°52'55" West 655.11 feet; thence northwesterly along said curve, a distance of 655.88 feet to a point of cusp; thence North 61°57'03" East, a distance of 45.00 feet to a point of cusp on a curve concave to the northeast having a radius of 3880.00 feet and a central angle of 3°17'53" and being subtended by a chord which bears North 26°26'47" West 223.30 feet; thence northwesterly along said curve, a distance of 223.33 feet to a point of cusp; thence South 81°22'48" East, a distance of 8.81 feet; thence North 63°41'52" East, a distance of 67.65 feet; thence North 67°27'02" East, a distance of 65.77 feet; thence North 88°23'57" East, a distance of 32.36 feet; thence North 61°43'20" East, a distance of 104.61 feet; thence North 82°37'21" East, a distance of 35.54 feet; thence North 58°50'27" East, a distance of 58.31 feet; thence North 78°27'30" East, a distance of 69.46 feet; thence North 64°39'32" East, a distance of 9.11 feet; thence South 44°18'45" East, a distance of 976.91 feet; thence South 63°09'17" West, a distance of 251.24 feet; thence South 27°22'54" East, a distance of 372.01 feet; thence South 66°21'55" West, a distance of 362.63 feet; thence North 74°11'34" West, a distance of 40.92 feet to the Point of Beginning. Containing 16.54 Ac., more or less.

**EXHIBIT B**  
**FORM OF ANNUAL CREDIT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of PSL Seneca Propco LLC (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of May 4, 2021, between Oconee County, South Carolina and the Company (“Agreement”), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20\_\_\_\_ was \$\_\_\_\_\_.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning \_\_\_\_\_, 2021 (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_\_\_, is \$\_\_\_\_\_.

(3) The amount due and owing for the \_\_\_\_\_ tax year, as reflected on the County’s Consolidated Tax Invoice, dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, is \$\_\_\_\_\_ (“Invoiced Amount”).

(4) The credit calculation for the \_\_\_\_\_ tax year is \$\_\_\_\_\_ (which is [appropriate credit percentage for applicable year 1-5]% of the Invoiced Amount).

(5) The aggregate credit (including credit for the \_\_\_\_\_ tax year) for all tax years for which a credit has been/is being claimed is \$\_\_\_\_\_.

(6) The credit remaining against which the Company can claim, as of December 31, 20\_\_\_\_, is \$\_\_\_\_\_ (which reflects an amount equal to \$675,000.00 less the aggregate amount of all credits previously claimed, including for the \_\_\_\_\_ tax year).

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-09**

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
THE "LITTER CONTROL ORDINANCE OF OCONEE  
COUNTY, SOUTH CAROLINA."

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the "County Council"), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County, or for preserving health, peace, order, and good government therein;

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, after adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances");

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to rewrite, revise, and amend the "Litter Control Ordinance of Oconee County, South Carolina" (the "Litter Control Ordinance") found in Article IV of Chapter 12 of the Code of Ordinances; and

**WHEREAS**, County Council has therefore determined to modify the Litter Control Ordinance and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

**NOW THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. The Litter Control Ordinance is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of the Litter Control Ordinance showing the changes made to the existing provisions; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby approves and adopts Attachment A as the governing "Litter Control Ordinance of Oconee County, South Carolina."

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: April 20, 2021  
Second Reading: May 4, 2021  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



## ATTACHMENT A

### ARTICLE IV. - LITTER CONTROL

#### Sec. 12-172. - Name.

This article shall be known as the "Litter Control Ordinance of Oconee County, South Carolina."

#### Sec. 12-173. - Purpose.

It is the purpose of this article to establish standards for the control of litter in the unincorporated areas of Oconee County ("County"), to establish penalties as are necessary to discourage violations of these standards, and to provide for the recovery of costs incurred by the County in enforcing the provisions contained herein.

#### Sec. 12-174. - Authority.

This article is adopted pursuant to the provisions of S.C. Code §§ 4-9-25 and 4-9-30 and as authorized by any other applicable local, state, and federal law.

#### Sec. 12-175. - Definitions.

For purposes of this article the following definitions apply:

*Enforcement officer* means a duly authorized law enforcement officer of Oconee County, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Department and designated code enforcement officers employed by the County.

*Litter* means all solid waste material including but not limited to disposable packages or containers, trash, garbage or refuse, but not including the wastes of the primary processes of mining, logging, sawmilling or farming, which is not stored in secure solid waste receptacles or which is otherwise not held or disposed of in a manner consistent with local, state, or federal law.

*Littering* means the act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of litter upon public or private property within the jurisdictional boundaries of Oconee County.

*Open dump* means a land disposal site for solid waste which does not qualify as a sanitary landfill.

*Person* means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

*Recyclable materials* means those materials which are capable of being recycled, which would otherwise be processed or disposed of as solid waste.

*Recycling* means any process by which recyclable materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

*Solid waste* means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material, resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities.

*Solid waste receptacle* means all containers, boxes, barrels, and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of solid waste.

*State* means the State of South Carolina.

Sec. 12-176. - Application—Prohibition of litter.

- (1) Littering, as defined in this article, is strictly prohibited within the geographic boundaries of the County.
- (2) The provisions and prohibitions of this article apply to depositing solid waste or recyclable materials at or around any County solid waste facility ("facility") in an area not specified for the deposited materials, including, but not limited to, leaving materials outside the fence of a facility, tossing materials over the fence of a facility, dumping materials not suitable for mulch at the County mulching yard, or dumping materials suitable for the mulching yard at another facility.
- (4) The provisions of this article do not apply to the dumping on private property with the owner's permission of sand, dirt, broken bricks, concrete blocks or broken concrete, pavement, or other suitable materials which do not create a nuisance or health hazard, provided such dumping is otherwise consistent with local, state, and federal laws, and further provided that such materials are not mixed with any other type of material. Open dumping is, however, prohibited.
- (5) The responsibility for the removal of litter from a property shall be upon the person responsible for littering the property. If, however, the person responsible for littering the property is unknown or there is no conviction of a person for the violation in question, then the owner of the property shall be responsible for removing the litter.
- (6) In the event litter is moved by wind or other force of nature from one property onto another property, the owner of the property of origin shall be held responsible for clean-up and removal.
- (7) If any litter can be identified as having last belonged to, or been in the possession of, any person prior to its being disposed of as prohibited herein, such identification shall be prima facie evidence that such person littered in violation of this article.
- (8) Whenever litter is thrown, placed, deposited, dropped, dumped, or cast from any motor vehicle, boat, or other conveyance, the operator of the conveyance shall be presumed to have violated this article.
- (9) Persons placing solid waste in solid waste receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private property. Solid waste receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction.
- (10) No person shall drive or move any vehicle, including a trailer, within the County that has been loaded with solid waste unless such solid waste is covered or otherwise securely loaded in such a manner as to prevent littering, including leakage or spillage.

- (11) Property owners determined by the magistrate's court, or court of competent jurisdiction, to be liable for removal of litter may request the court's referral to the County litter mitigation committee for financial assistance from the County "litter mitigation fund," created in section 12-177 of this article.

Sec. 12-177. - Reserved.

Sec. 12-178. - Enforcement, penalties, and fines.

(1) *Enforcement.*

- (a) Enforcement of the provisions of this article shall be carried out by duly authorized code enforcement or law enforcement officers, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Office and designated code enforcement officers employed by the County. In addition to the powers of law enforcement officers to enforce this ordinance, Oconee County Code Enforcement Officers are authorized to:
- (i) Cause the inspection of any public or private property within the unincorporated limits of the County whenever it shall be necessary to enforce the provisions of this article, such inspection to be done in a manner consistent with the Code Enforcement Officer's authority under South Carolina state law.
  - (ii) Issue a uniform summons to any person violating the provisions of this article in their presence.
  - (iii) Serve written notice on the owner of a property containing litter, requiring abatement or removal of the litter within 15 calendar days.
- (b) Any property owner refusing or neglecting to abate or remove litter from property within 15 calendar days of receiving a written notice from a Code Enforcement Officer shall be served with a uniform summons and shall be subject to prosecution in accordance with subsection (2), below. In addition, the Code Enforcement Officer may cause the removal or abatement of such litter, with all expenses, including administrative expenses, incurred in abating or removing such litter recoverable from the owner of the property from which the litter is removed or abated, or from any person causing or maintaining the same, in the manner as debts or like amounts are now recoverable by law.

(2) *Penalties and fines.*

- (a) Any person violating the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$100.00 nor more than \$500.00 for each offense plus court costs (or up to 30 days in jail, or both).
- (b) In addition to the fine and/or term of imprisonment, the court must also impose, at a minimum, eight hours of litter-gathering labor or other form of community service. If a person violates the provisions of this article in an amount exceeding 15 pounds, the court must impose, at a minimum, 16 hours of litter-gathering labor or other form of community service in addition to the fine or term of imprisonment. The court may waive the community service portion of this penalty only in cases of incapacity, infirmity, or as otherwise determined by the court to be appropriate under the

circumstances. If the community service portion of the penalty is waived, each hour of community service shall be replaced by an additional \$15.00 fine.

- (c) Further, the court may order any person violating the provisions of this article to pay restitution to the County or to the victims for the costs of removing or abating such litter.
- (d) One hundred percent of the fines collected by the County pursuant to this article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this article.
- (e) The magistrate's court shall have jurisdiction to enforce this article.

Oconee County, South Carolina



# **Attachment B**

## **highlights proposed changes**

## ATTACHMENT B

### ARTICLE IV. - LITTER CONTROL

#### Sec. 12-172. - Name.

This article shall be known as the "Litter Control Ordinance of Oconee County, South Carolina."

#### Sec. 12-173. - Purpose.

It is the purpose of this article to establish standards for the control of litter in the unincorporated areas of Oconee County ("~~county~~County"), to establish penalties as are necessary to discourage violations of these standards, and to provide for the recovery of costs incurred by the ~~county~~County in enforcing the provisions contained herein.

#### Sec. 12-174. - Authority.

This article is adopted pursuant to the provisions of S.C. Code §§ 4-9-25 and 4-9-30 and as authorized by any other applicable local, state, and federal law.

#### Sec. 12-175. - Definitions.

For purposes of this article the following definitions apply:

*Enforcement officer* means a duly authorized law enforcement officer of Oconee County, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Department and designated code enforcement officers employed by the ~~county~~County.

*Litter* means all solid waste, material including ~~cigarettes and cigarette filters~~ but not limited to disposable packages or containers, trash, garbage or refuse, but not including the wastes of the primary processes of mining, logging, sawmilling or farming, which is not stored in secure solid waste receptacles or which is otherwise not held or disposed of in a manner consistent with local, state, or federal law.

*Littering* means the act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of litter upon public or private property within the jurisdictional boundaries of Oconee County. ~~Littering includes the act of "open dumping" which is defined as the disposal of solid waste at an unpermitted site and/or which creates an environmental hazard, is susceptible to open burning, vectors, scavengers, or which otherwise creates a hazardous condition.~~

*Open dump* means a land disposal site for solid waste which does not qualify as a sanitary landfill.

*Person* means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

*Recyclable materials* means those materials which are capable of being recycled, which would otherwise be processed or disposed of as solid waste.

*Recycling* means any process by which recyclable materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

*Solid waste* means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material, resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities.

*Solid waste receptacle* means all containers, boxes, barrels, and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of solid waste.

*State* means the State of South Carolina.

Sec. 12-176. - Application—Prohibition of litter.

- (1) Littering, as defined in this article, is strictly prohibited within the geographic boundaries of the countyCounty.
- (2) The provisions and prohibitions of this article apply to depositing solid waste or recyclable materials at or around any countyCounty solid waste facility ("facility") in an area not specified for the deposited materials, including, but not limited to, leaving materials outside the fence of a facility, tossing materials over the fence of a facility, dumping materials not suitable for mulch at the countyCounty mulching yard, or dumping materials suitable for the mulching yard at another facility.
- ~~(3) The provisions and prohibitions of this article apply to a tenant leaving or depositing solid waste, recyclable materials, or other property on or at the property of the respective landlord/property owner upon such tenant being evicted or upon the end of the lease term. This includes materials left in or about rented storage facilities at the conclusion of the rental term.~~
- (4) The provisions of this article do not apply to the dumping on private property with the owner's permission of sand, dirt, broken bricks, concrete blocks or broken concrete, pavement, or other suitable materials which do not create a nuisance or health hazard, provided such dumping is otherwise consistent with local, state, and federal laws, and further provided that such materials are not mixed with any other type of material. Open dumping is, however, prohibited.
- (5) The responsibility for the removal of litter from a property shall be upon the person responsible for littering the property. If, however, the person responsible for littering the property is unknown or there is no conviction of a person for the violation in question, then the owner of the property shall be responsible for removing the litter.
- (6) In the event litter is moved by wind or other force of nature from one property onto another property, the owner of the property of origin shall be held responsible for clean-up and removal.
- (7) If any litter can be identified as having last belonged to, or been in the possession of, any person prior to its being disposed of as prohibited herein, such identification shall be prima facie evidence that such person littered in violation of this article.
- (8) Whenever litter is thrown, placed, deposited, dropped, dumped, or cast from any motor vehicle, boat, or other conveyance, the operator of the conveyance shall be presumed to have violated this article.

- (9) Persons placing solid waste in solid waste receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private property. Solid waste receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction.
- (10) No person shall drive or move any vehicle, including a trailer, within the ~~county~~County that has been loaded with solid waste unless such solid waste is covered or otherwise securely loaded in such a manner as to prevent littering, including leakage or spillage.
- (11) Property owners determined by the magistrate's court, or court of competent jurisdiction, to be liable for removal of litter may request the court's referral to the ~~county~~County litter mitigation committee for financial assistance from the ~~county~~County "litter mitigation fund," created in section 12-177 of this article.

Sec. 12-177. - Reserved.

Sec. 12-178. - Enforcement, penalties, and fines.

(1) *Enforcement.*

- (a) Enforcement of the provisions of this article shall be carried out by duly authorized code enforcement or law enforcement officers, including, but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Office and designated code enforcement officers employed by the ~~county~~County. In addition to the powers of law enforcement officers shall be to enforce this ordinance, Oconee County Code Enforcement Officers are authorized, consistent with their respective statutory powers, to:
  - (i) Cause the inspection of any public or private property within the unincorporated limits of the ~~county~~County whenever it shall be necessary to enforce the provisions of this article. such inspection to be done in a manner consistent with the Code Enforcement's authority under South Carolina state law.
  - (ii) Issue a uniform summons to any person violating the provisions of this article in their presence.
  - (iii) Serve written notice on the owner of a property containing litter, requiring abatement or removal of the litter within 15 calendar days.
- (b) Any property owner refusing or neglecting to abate or remove litter from property within 15 calendar days of receiving a written notice from ~~an enforcement officer~~a Code Enforcement Officer shall be served with a uniform summons and shall be subject to prosecution in accordance with subsection (2), below. In addition, the ~~enforcement officer~~Code Enforcement Officer may cause the removal or abatement of such litter, with all expenses, including administrative expenses, incurred in abating or removing such litter recoverable from the owner of the property from which the litter is removed or abated, or from any person causing or maintaining the same, in the manner as debts or like amounts are now recoverable by law.

(2) *Penalties and fines.*



- (a) Any person violating the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$100.00 nor more than \$500.00 for each offense plus court costs (or up to 30 days in jail, or both).
- (b) In addition to the fine and/or term of imprisonment, the court must also impose, at a minimum, eight hours of litter-gathering labor or other form of community service. If a person violates the provisions of this article in an amount exceeding 15 pounds, the court must impose, at a minimum, 16 hours of litter-gathering labor or other form of community service in addition to the fine or term of imprisonment. The court may waive the community service portion of this penalty only in cases of incapacity ~~or~~, infirmity, or as otherwise determined by the court to be appropriate under ~~such~~the circumstances. If the community service portion of the penalty is waived, each hour of community service shall be replaced by an additional \$15.00 fine.
- (c) Further, the court may order any person violating the provisions of this article to pay restitution to the ~~county~~County or to the victims for the costs of removing or abating such litter.
- (d) One hundred percent of the fines collected by the ~~county~~County pursuant to this article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this article.
- (e) The magistrate's court shall have jurisdiction to enforce this article.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-10**

**AN ORDINANCE REPEALING ORDINANCE 2021-04, WHICH  
REQUIRED INDIVIDUALS TO WEAR FACE COVERINGS IN  
CERTAIN FACILITIES OWNED OR OPERATED BY OCONEE  
COUNTY.**

**WHEREAS**, S.C. Code §§ 4-9-25 and 4-9-30 grant to the County broad powers concerning health, order, safety, and the preservation thereof;

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, the Oconee County Council, by way of Ordinance 2021-04, determined that it would serve the public interest and be within the County’s police powers under Home Rule and S.C. Code § 4-9-25 to require that individuals wear face coverings in certain County-owned or operated facilities in order to help combat the transmission of COVID-19; and

**WHEREAS**, in light of all current circumstances, including the progress made in combating the spread of COVID-19 through vaccinations and otherwise, Oconee County Council deems the restrictions contained in Ordinance 2021-04 no longer necessary.

**NOW, THEREFORE**, be it ordained by the Oconee County Council as follows:

- 1. Ordinance 2021-04, which required individuals to wear face coverings in certain facilities owned or operated by Oconee County is hereby repealed.
- 2. This Ordinance shall take effect and be in full force on May 30, 2021, provided that third reading and public hearing occurs before that date. In the event third reading and public hearing occurs after May 30, 2021, this Ordinance shall be effective on that later enactment date.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:           April 20, 2021  
Second Reading:       May 4, 2021  
Third Reading:           \_\_\_\_\_  
Public Hearing:           \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-11**

AN ORDINANCE ESTABLISHING CHAPTER 40 OF THE OCONEE COUNTY CODE OF ORDINANCES, TO BE ENTITLED "CULTURAL AND HISTORIC PRESERVATION," AND ENACTING ARTICLE V THERETO, CAPTIONED "PROTECTION OF HISTORICAL MEMORIALS."

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County ("County") a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("County Council"), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers relating to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended;

**WHEREAS**, the County's mission is stated as follows: "It is the mission of Oconee County to provide our current and future citizens and visitors with quality services while protecting our communities, heritage, environment and natural resources, in an ever-changing world";

**WHEREAS**, County Council recognizes that there is a need to revise and supplement the law of the County to meet the changing needs of the County, and by this ordinance to preserve and protect historical memorials of all varieties;

**WHEREAS**, County Council has therefore determined to add Chapter 40 to its Code of Ordinances, to be entitled "Cultural and Historic Preservation" and to enact Article V thereto, entitled "Protection of Historical Memorials."

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

- 1. Chapter 40, entitled "Cultural and Historic Preservation," is hereby added to the Oconee County Code of Ordinances.**
- 2. Articles I – IV are reserved.**
- 3. Article V to Chapter 40 is hereby enacted and shall be entitled "Protection of Historical Memorials." It shall read as follows:**

**ARTICLE V. – Protection of Historical Memorials**

**Sec. 1-101 – Purpose.**

**It is the purpose of this Article to facilitate the preservation of historical memorials, as defined below, which are located within the unincorporated boundaries of Oconee County, South Carolina.**

**Sec. 1-102 – Scope.**

**(a) “Historical Memorials” is defined as any marker, monument, memorial, tombstone, plaque, or similar structure or site of significant political, cultural, military, or social history.**

**(b) The following acts are strictly prohibited: climbing on, attaching oneself to, attaching anything to, defacing, damaging, removing, or altering in any way without the express permission of the owner thereof, any Historical Memorial located within the unincorporated boundaries of Oconee County, South Carolina.**

**(c) This Article applies only to property that is publically owned, operated, or controlled, including roadways and related easement premises (collectively “Public Property”).**

**(d) The Oconee County Arts and Historical Commission is hereby directed to develop a comprehensive list of Historical Memorials located on Public Property in Oconee County. This list, along with a statement of the criteria used to determine applicable Historical Memorials, shall be presented to County Council for review and adoption as Appendix A hereto, and it shall then constitute the definitive list of Historical Memorials to which this Ordinance shall apply.**

**Sec. 1-103 – Enforcement.**

**Any person who violates the provisions of this Article V shall be subject to the penalties established in Section 1-7 of the Oconee County Code of Ordinances, to include fines and imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate court in the County under South Carolina Law.**

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. All other provisions of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:            May 4, 2021  
Second Reading:        \_\_\_\_\_  
Third Reading:         \_\_\_\_\_  
Public Hearing:         \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-12**

AN ORDINANCE CONSENTING TO THE TRANSFER OF CERTAIN REAL PROPERTY THAT HAS BEEN FORFEITED TO THE OFFICE OF THE OCONEE COUNTY SHERIFF; AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE CERTAIN ACTIONS IN RELATION THERETO; AND OTHER RELATED MATTERS.

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including ordinances related to the transfer of interests in real property, the exercise of powers pertaining to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County, and for preserving health, peace, order, and good government therein;

**WHEREAS**, pursuant to the statutory framework found in S.C. Code Sections 44-53-520, 44-53-530, and related provisions (collectively the “Act”), the following properties (the “Forfeited Properties”), designated by current tax map numbers, were seized and ultimately forfeited to the Office of the Oconee County Sheriff:

1. 163-00-01-089 – 1.12 acres.
2. 316-00-01-067 – 2.61 acres.
3. 337-00-04-019 – 2 acres.
4. 234-00-07-086 – 6 acres.
5. 234-00-07-064 – 19 acres.
6. 254-07-01-008 – 1.48 acres.

The court orders and titles transferring the Forfeited Properties to the Office of the Oconee County Sheriff are attached hereto as Exhibits A through F.

**WHEREAS**, the Act provides for the forfeiture of real and personal property to the State or State officials, of which the Sheriff of Oconee County is one, as opposed to the County or County officials. And consequently, the County claims no interest in the Forfeited Properties;

**WHEREAS**, the Act provides, however, that “forfeited monies and proceeds from the sale of forfeited property as defined in Section 44-53-520 must be retained by the governing body of the local law enforcement agency or prosecution agency and deposited in a separate, special account in the name of each appropriate agency.” S.C. Code Ann. § 44-53-530.

**NOW THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. The County consents to the transfer of the Forfeited Properties by the Oconee County Sheriff by auction (in person or online), or by such other means as deemed open and competitive by the Oconee County Sheriff.

2. The County Administrator is hereby authorized to execute quitclaim deeds, or such other similar or additional instruments deemed necessary, on advice of the County Attorney, to make clear that the County claims no interest in the Forfeited Properties, and to facilitate the Oconee County Sheriff's transfer thereof.

3. The County shall hold and administer the proceeds of the sale of the Forfeited Properties in a special account in the name, and for the sole benefit, of the Oconee County Sheriff.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:            May 4, 2021  
Second Reading:        \_\_\_\_\_  
Third Reading:            \_\_\_\_\_  
Public Hearing:            \_\_\_\_\_

Exhibit A

OCONEE COUNTY

STATE TAX \_\_\_\_\_

COUNTY TAX \_\_\_\_\_

EXEMPT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

State of South Carolina, ex rel., Christina Adams, Solicitor, Tenth Judicial Circuit, and James Singleton, Sheriff of Oconee County,

Plaintiffs,

vs.

Lot Number 58, Oconee County, South Carolina, recorded in Plat Book P-38, (Tax Map No. 316-00-01-067), at Page 3 in the RMC Office for Oconee County, South Carolina, and Lot Number 43, Section III of Fernwood Acres, recorded in Plat Book P-42, Page 170, (tax Map No. 163-00-01-089)

Defendant Property,

And

Michael Shane Elliott, Susan B., Elliott and Lindy Loudermilk, a/k/a Lindy Loudermilk Elliot

Interested Parties.

TRIAL DATE:  
TRIAL JUDGE:  
PLAINTIFF'S ATTORNEY: J. David Standeffer  
DEFENDANT'S ATTORNEY:

This matter is before the Court on a Summons and Complaint filed by the Plaintiff. All parties and Interested parties being in agreement, this Consent Order was presented to the Court for approval.

FINDINGS OF FACT

1. The Defendant property was forfeited to the State due to the source of funds used for its purchases originating as proceeds of the sale of controlled substances, pursuant to section 44-53-475, Code of Laws of the State of South



Doc ID: 004420120004 Type: DEE  
BK 2036 PG 245-248

IN THE COURT OF COMMON PLEAS

CONSENT ORDER

C.A. No. 2006-CP-37-485

*JULY 10 2006*

013356

Recorded this 23 day of June 2006  
Book 2036 Page 245  
Fee

*Heath E. Nix*  
Auditors Oconee County, S.C.

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS MAP 316-00-01-067 Bk 38 Pg 3 ON OCONEE COUNTY TAX MAPS  
*David Standeffer*  
OCONEE COUNTY ASSESSOR

2006 JUN - 8 A 11: 36 2006 JUN 20 P 14 16

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

*cert copy to sheriff office*

*1. 2. 3.*





Carolina.

2. The Interested Parties named herein have been duly served and submit to the jurisdiction of the Court as they attest by their signatures below. Further by their signature below, the Interested Parties have waived their right to Answer and their right to defend the allegations of the Complaint. Finally, by their signatures below, the Interested Parties waive and give up all of their right, title or interest in the Defendant Property and join the Plaintiffs in asking that this Court approve this Order confirming the title of the Defendant Property be vested in and transferred to the Plaintiffs.


3. The Interested Parties confirm, by their signature below that they act freely and voluntarily, they are under no duress, and their actions herein are of their own free will and accord, recognizing their right to appear before this Court and contest any and all of the allegations relating to this case.

4. The Court finds there is a substantial basis for the Plaintiffs' claim to the Defendant Property, and there being no objection, pursuant to §44-53-475, Code of Laws of the State of South Carolina,

IT IS THEREFORE ORDERED

1. That the Defendant Property shall be forfeited to the State of South Carolina.

2. That title/ownership of the Defendant Property be vested and transferred to the Sheriff of Oconee County and the proceeds therefrom be disbursed according to Law.

  
The Honorable Alexander Macaulay  
Tenth Judicial Circuit

Date: June 7, 2006

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
2006 JUN - 8 A 11:09

A TRUE COPY  
JUN 16 2006  
CLERK OF COURT - OCONEE COUNTY

2/JP  
Sle.

I consent:

Michael Shans Elliott  
Michael Shans Elliott, Interested Party

Susan B. Elliott  
Susan B. Elliott, Interested Party

Lindy E. Elliott  
Lindy Loudermilk, a/k/a Lindy Loudermilk/Elliott, Interested Party

David Wagner  
David Wagner, Deputy Solicitor, Plaintiff

Sgt. Tyrel Woodring  
Sgt. Tyrel Woodring, Investigator for Oconee Sheriff's Office, Plaintiff

J. David Standeffer  
J. David Standeffer, Attorney for Plaintiffs

FILED FOR RECORD  
REGISTERED COUNTY CLERK  
2018 JUN 20 P 11:19

FILED: OGDME, SG  
SALLIE G. SMITH  
CLERK OF COURT  
2018 JUN - 8 A 11:36

3/13  
DW.

Exhibit "A"

LOT 43: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN EBENEZER SCHOOL DISTRICT, OCONEE COUNTY, SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS LOT NO. 43, SECTION III. OF FERNWOOD ACRES, AS WILL APPEAR BY A PLAT THEREOF PREPARED BY T. H. WALKER, JR., SURVEYOR, DATED NOVEMBER 13, 1979, AND RECORDED IN PLAT BOOK P-42, PAGE 170, IN THE OFFICE OF THE CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA. SAID LOT BEING BOUND ON THE NORTHEAST BY SHARON COURT; ON THE EAST BY LOT NO. 42; ON THE SOUTHWEST BY BRANCH BEING THE PROPERTY LINE; AND ON THE WEST BY LOT NO. 44.

THIS BEING THE IDENTICAL PROPERTY CONVEYED UNTO SUSAN B. ELLIOTT BY DEED OF CHARLES M. WILSON DATED JUNE 24, 2004 AND RECORDED IN DEED BOOK 1353 AT PAGE 228.

LOT 58: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH ANY AND ALL IMPROVEMENTS THEREON OR HEREAFTER PLACED THEREON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE, BEING KNOWN AND DESIGNATED AS LOT NUMBER FIFTY-EIGHT (58), SECTION HAS AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT THEREOF RECORDED IN PLAT BOOK P-38, AT PAGE 3, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA. FOR A MORE DETAILED DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES, REFERENCE IS HEREBY INVITED TO SAID PLAT.

THIS BEING THE IDENTICAL PROPERTY CONVEYED UNTO LINDY LOUDERMILK BY DEED OF KATHY W. BRYANT, DATED JUNE 2, 2005 AND RECORDED IN DEED BOOK 1424 AT PAGE 33, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA.

EXHIBIT B

OCONEE COUNTY  
STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT   
STATE OF SOUTH CAROLINA

Doc ID: 004420120004 Type: DEE  
BK 2036 Pg 245-248

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

State of South Carolina, ex rel., Christina Adams, Solicitor, Tenth Judicial Circuit, and James Singleton, Sheriff of Oconee County,

*JWK  
10/20*

Plaintiffs,

vs.

Lot Number 58, Oconee County, South Carolina, recorded in Plat Book P-38, (Tax Map No. 316-00-01-067), at Page 3 in the RMC Office for Oconee County, South Carolina, and Lot Number 43, Section III of Fernwood Acres, recorded in Plat Book P-42, Page 170, (tax Map No. 163-00-01-089)

013356

Defendant Property,

And

Michael Shane Elliott, Susan B., Elliott and Lindy Loudermilk, a/k/a Lindy Loudermilk Elliot

Interested Parties.

TRIAL DATE:  
TRIAL JUDGE:  
PLAINTIFF'S ATTORNEY: J. David Standeffer  
DEFENDANT'S ATTORNEY:

CONSENT ORDER

C.A. No. 2006-CP-37-485

Recorded this 23 day of June 2011  
Book 2036 Page 248  
Fee

*James E. Nix*  
Auditors Oconee County, S.C.

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
LAND FOR THE STATE OF S.C.  
ON OCONEE COUNTY TAX MAPS  
*David Standeffer*  
OCONEE COUNTY ASSESSOR

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
2008 JUN -8 A 11:36  
2010 JUN 20 P 14:16  
FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

This matter is before the Court on a Summons and Complaint filed by the Plaintiff. All parties and Interested parties being in agreement, this Consent Order was presented to the Court for approval.

FINDINGS OF FACT

1. The Defendant property was forfeited to the State due to the source of funds used for its purchases originating as proceeds of the sale of controlled substances, pursuant to section 44-53-475, Code of Laws of the State of South

*JWK*

*cert copy  
to Sheriff's  
Office*



Carolina.

2. The Interested Parties named herein have been duly served and submit to the jurisdiction of the Court as they attest by their signatures below. Further by their signature below, the Interested Parties have waived their right to Answer and their right to defend the allegations of the Complaint. Finally, by their signatures below, the Interested Parties waive and give up all of their right, title or interest in the Defendant Property and join the Plaintiffs in asking that this Court approve this Order confirming the title of the Defendant Property be vested in and transferred to the Plaintiffs.

3. The Interested Parties confirm, by their signature below that they act freely and voluntarily, they are under no duress, and their actions herein are of their own free will and accord, recognizing their right to appear before this Court and contest any and all of the allegations relating to this case.

4. The Court finds there is a substantial basis for the Plaintiffs' claim to the Defendant Property, and there being no objection, pursuant to §44-53-475, Code of Laws of the State of South Carolina,

IT IS THEREFORE ORDERED

1. That the Defendant Property shall be forfeited to the State of South Carolina.

2. That title/ownership of the Defendant Property be vested and transferred to the Sheriff of Oconee County and the proceeds therefrom be disbursed according to Law.

The Honorable Alexander Macaulay  
Tenth Judicial Circuit

Date: June 7, 2006

2006 JUN - 8 A 11:01  
FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

A TRUE COPY  
JUN 16 2006  
CLERK OF COURT - OCONEE COUNTY

2/6P  
S.C.

I consent:

Michael Shane Elliott  
Michael Shane Elliott, Interested Party

Susan B. Elliott  
Susan B. Elliott, Interested Party

Lindy E. Elliott  
Lindy Loudermilk, a/k/a Lindy Loudermilk Elliott, Interested Party

David Wagner  
David Wagner, Deputy Solicitor, Plaintiff

Sgt. Tyrel Woodring  
Sgt. Tyrel Woodring, Investigator for Oconee Sheriff's Office, Plaintiff

J. David Standeffer  
J. David Standeffer, Attorney for Plaintiffs

FILED FOR RECORD  
OCONEE COUNTY, GA.  
REGISTER OF DEEDS  
2008 JUN 20 P 11:19

FILED OCONEE, GA  
SALLIE G. SMITH  
CLERK OF COURT  
2008 JUN - 8 A 11:36

3/5/3  
D.V.

Exhibit "A"

LOT 43: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN EBENEZER SCHOOL DISTRICT, OCONEE COUNTY, SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS LOT NO. 43, SECTION III. OF FERNWOOD ACRES, AS WILL APPEAR BY A PLAT THEREOF PREPARED BY T. H. WALKER, JR., SURVEYOR, DATED NOVEMBER 13, 1979, AND RECORDED IN PLAT BOOK P-42, PAGE 170, IN THE OFFICE OF THE CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA. SAID LOT BEING BOUND ON THE NORTHEAST BY SHARON COURT; ON THE EAST BY LOT NO. 42; ON THE SOUTHWEST BY BRANCH BEING THE PROPERTY LINE; AND ON THE WEST BY LOT NO. 44.

THIS BEING THE IDENTICAL PROPERTY CONVEYED UNTO SUSAN B. ELLIOTT BY DEED OF CHARLES M. WILSON DATED JUNE 24, 2004 AND RECORDED IN DEED BOOK 1353 AT PAGE 228.

LOT 58: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH ANY AND ALL IMPROVEMENTS THEREON OR HEREAFTER PLACED THEREON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE, BEING KNOWN AND DESIGNATED AS LOT NUMBER FIFTY-EIGHT (58), SECTION HAS AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT THEREOF RECORDED IN PLAT BOOK P-38, AT PAGE 3, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA. FOR A MORE DETAILED DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES, REFERENCE IS HEREBY INVITED TO SAID PLAT.

THIS BEING THE IDENTICAL PROPERTY CONVEYED UNTO LINDY LOUDERMILK BY DEED OF KATHY W. BRYANT, DATED JUNE 2, 2005 AND RECORDED IN DEED BOOK 1424 AT PAGE 33, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA.

Exhibit C

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 ) TENTH JUDICIAL CIRCUIT  
 COUNTY OF OCONEE ) Case No.  
 )  
 State of South Carolina, )  
 ex rel, Christina Adams, Solicitor, )  
 Tenth Judicial Circuit, )  
 )  
 Plaintiff, )  
 )  
 -versus- )  
 Lot# 6 (1 acre) located in Fair Play )  
 Oconee County, South Carolina. )  
 The property is located in deed book 1198 )  
 Page 187 )  
 )  
 Defendant Property, )  
 )  
 and )  
 )  
 Deanne Pruitt )  
 )  
 Interested Party (ies). )  
 )

CONSENT FORFEITURE

FILED OCONEE COUNTY SC  
 ANNA K. DANSON  
 REGISTER OF DEEDS  
 2017 APR - 7 P 12:42

The defendant property lot # 6 (1 acre) located in deed book 1198 page 187 at the Oconee County records of deeds was seized as result of an investigation and arrest of the Interested Party (ies). Deanna Pruitt, on or about 07-15-2009, was arrested/detained/investigated for a violation of the South Carolina Drug Statutes. The interested party (ies) was/were charges/detained/investigated with or for a South Carolina Drug Offense

The party(ies) now desire to enter into a compromise settlement to avoid litigation whereby the Interested party (ies) agree to voluntarily relinquish all rights to and ownership in the defendant property, lot # 6 (1 acre) located in deed book 1198 page 187 at the Oconee County records of deeds. The Oconee County Sheriff's Office will return none.


The party(ies) acknowledge this agreement is entered into freely, voluntarily and intelligently without undue influence or coercion.

IT IS THEREFORE ORDERED that the defendant property lot # 6 (1 acre) located in deed book 1198 page 187 at the Oconee County records of deeds shall be forfeited to the Oconee County Sheriff Office pursuant to Section code 44-53-520 et seq., Code of Laws of South Carolina (1976), as amended.

102  
 De



IT IS SO ORDERED.

  
\_\_\_\_\_  
Judge, Tenth Judicial Circuit

Dated: AUG 3, 2009

Walhalla, South Carolina

I CONSENT:

I understand that this settlement  
in no way mitigates any criminal  
actions that may be pending against  
me at this time.

Deanne Head Smith 7-22-09  
Interested Party

\_\_\_\_\_  
Attorney for the Interested Party

David Wagner  
David Wagner, Solicitor

Ken Washington 7/22/09  
Supervisor, Lt. Ken Washington

202

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 ) TENTH JUDICIAL CIRCUIT  
 COUNTY OF OCONEE ) Case No.  
 )  
 State of South Carolina, )  
ex rel, Christina Adams, Solicitor, )  
 Tenth Judicial Circuit, )  
 ) CONSENT FORFEITURE  
 Plaintiff, )  
 )  
 -versus- )  
 Lot# 7 (1 acre) located in Fair Play )  
 Oconee County, South Carolina. )  
 The property is located in deed book 1198 )  
 Page 187 In Oconee County records )  
 Defendant Property, )  
 and )  
 Deanne Pruitt )  
 Interested Party (ies). )

2011 APR - 1 P 12:42  
 OCONEE COUNTY, SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS

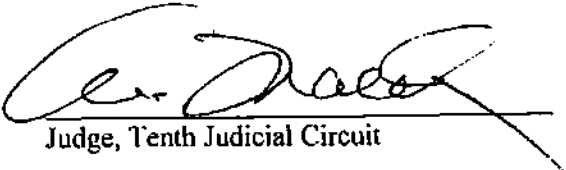
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The party(ies) now desire to enter into a compromise settlement to avoid litigation whereby the Interested party (ies) agree to voluntarily relinquish all rights to and ownership in the defendant property, lot # 7 (1 acre) located in deed book 1198 page 187 at the Oconee County records of deeds. The Oconee County Sheriff's Office will return none.

The party(ies) acknowledge this agreement is entered into freely, voluntarily and intelligently without undue influence or coercion.

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IT IS SO ORDERED.

  
Judge, Tenth Judicial Circuit

Dated: Aug 3, 2009

Walhalla, South Carolina

I CONSENT:

I understand that this settlement  
in no way mitigates any criminal  
actions that may be pending against  
me at this time.

Deanna Wood Pruitt 7-22-09  
Interested Party

\_\_\_\_\_  
Attorney for the Interested Party  
David Wagner  
David Wagner, Solicitor

Ken Washington 7/22/09  
Supervisor, Lt. Ken Washington

2 182

*M/c  
County  
Related  
S. admit  
Clerk*

OCONEE COUNTY  
STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT

BOOK 1208 PAGE 243

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the Order of Judgment dated February 19, 2002, in the case of State of South Carolina, ex rel. Druanne D. White, Solicitor, Tenth Judicial Circuit v. Donald Stubblefield, 2001-CP-37-184, Judgment Roll No. 36,871, the property described below is hereby conveyed, bargained, sold and released to the Oconee County Sheriff's Office, Grantee, its successors and assigns forever, to be held or disposed of in a manner consistent with South Carolina Code Section 44-53-530. (Cum Supp, 1992, as amended)

*FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS*

*2002 MAR 19 P 3:36*

All that certain piece, parcel or tract of land situate, lying and being in Tugaloo Township, Oconee County, South Carolina containing 6.0 acres, more or less, as shown upon a plat prepared by John B. Earle, Surveyor, dated December 1979, and August 1981, recorded in Plat Book P-47, at Page 283 with reference being invited to said plat for a more particular description thereof. This is a part and parcel of that tract of land that was conveyed to the Oconee County Sheriff's Office by Order of the Court in C.A. 96-CP-37-130, Judgment Roll No. 33,039 on or about November 10, 1998, recorded in Deed Book 1002 at Page 338.

This is a portion of the property conveyed to Donald Stubblefield by Deed of Earle W. Moore and Margaret M. Moore dated October 6, 1987 and recorded in the office of the Clerk of Court for Oconee County, South Carolina in Deed Book 512 at Page 252.

This conveyance is made together with and subject to such rights-of-way and easements heretofore granted and/or existing upon the premises, to include any shown on the referenced plat.

TOGETHER, with all and singular, the rights members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining to have and to hold all and singular the premises before mentioned unto the grantee(s) herein his(her) (or their) Heirs and Assigns forever.

And it does hereby bind and its successors and assigns to warrant and forever defend all and singular the said premises unto the grantee(s) herein, his (her) (or their) Heirs and Assigns, against itself and its Successors and Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Grantee's Address: 300 South Church Street  
Walhalla, South Carolina 29691

*181100*

*Ret: →*

Recorded this 20 day of March  
Book 02 Page 200, 990  
Fee \_\_\_\_\_  
*R.F. Williams*  
Auditors Oconee County, S.C.

THIS PROPERTY DESIGNATED AS  
MAR 234 SUB 00 BLK 07 PARC 086  
ON OCONEE COUNTY TAX MAPS  
*R.F. Williams*  
OCONEE COUNTY ASSESSOR

WITNESS the hand and seal of the Honorable Sallie C. Smith,  
Clerk of Court for Oconee County, this the 19th day of March,  
2002.

Donald Stubblefield,

Beverly A. Jenkins  
Benny H. Whitford

By: Sallie C. Smith  
Sallie C. Smith,  
Clerk of Court,  
Oconee County



STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared the undersigned witness and made  
oath that (s)he saw Sallie C. Smith, sign, seal and as her act and  
deed, deliver the within written deed and that (s)he, with the  
other witness subscribed above, witnessed the execution thereof.

Beverly A. Jenkins

SWORN to before me this the  
19th day of 2002.  
Benny H. Whitford  
NOTARY PUBLIC FOR  
My commission expires: 04-13-09

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2002 MAR 19 P 3 36

EXHIBIT E

Barcode ID: 2014546 Type: DEE

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

BK 2602 PG 214-223

STATE OF SOUTH CAROLINA

2020 SEP -4 PM 3: 50

TITLE TO REAL ESTATE

COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the Order/Findings of Fact dated March 12, 2004, in the case of the State of South Carolina, ex rel. George M. Ducworth, Solicitor, Tenth Judicial Circuit v. Donald Stubblefield, 1996-CP-37-130, the property described below is hereby conveyed, bargained, sold and released to the Oconee County Sheriff's Office, Grantee, its successors and assigns forever, to be held or disposed of in a manner consistent with South Carolina Code Section 44-53-530. (Cum Supp, 1992, as amended)

Ref: Mike Crenshaw

NC

003842

ALL that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the Tugaloo Township, County of Oconee, State of South Carolina, containing twenty five (25) acres, more or less, as will appear by plat thereof prepared by John E. Earle, Surveyor, dated December 1979 and August 1981, recorded in Plat Book P-47, Page 283, records of Oconee County, South Carolina. Said tract being bound on the northeast by Dickson, on the South by center line of Dickson Creek, on the Southwest by Hardee, center line of branch being the property line, on the west by others.

This is the identical property conveyed to Grantor and Grantee by Deed of Mary Stubblefield and Donald Stubblefield recorded in Deed Book 675, at page 242, records of Oconee County, South Carolina.

It is mutually understood and agreed that this conveyance is made subject to those easements and/or rights-of-way as may appear on the premises and/or of record and all zoning and setback requirements, and especially those rights of way for roads as shown on the plat.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident to appertaining to have and to hold all in singular the premises before mentioned unto the grantee(s) herein his (her) or (their) Heirs and Assigns forever.

And it does hereby bind and its successors and assigns to warrant and forever defend all and singular the said premises unto the grantee(s) herein his (her) or (their) Heirs and Assigns, against itself and its Successors and Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

GRANTEE'S ADDRESS: 300 South Church Street  
Walhalla, SC 29691

*Cjus*  
SEP 09 2020  
Auditor, Oconee County S.C.

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
MAP 23 SUBD 00 BLK 02 PARC 014  
ON OCONEE COUNTY TAX MAPS  
*Kami B. [Signature]*  
OCONEE COUNTY ASSESSOR

OCONEE COUNTY  
STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT

WITNESS the hand and seal of the Honorable Beverly H. Whitfield, Clerk of Court for Oconee County, this 4 day of September, 2020.

Kayla G. Smith

Melissa C. Burton

Beverly Whitfield

Beverly W. Whitfield  
Clerk of Court,  
Oconee County, South Carolina



STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF OCONEE )

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw Beverly W. Whitfield, sign, seal and as her act and deed, deliver the within written deed that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Kayla G. Smith

SWORN to and subscribed before me  
this 4th day of September, 2020.

Melissa C. Burton  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 12/01/27

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2020 SEP -4 PM 3:50

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

George M. Ducworth, Solicitor, Tenth  
Judicial Circuit

Plaintiff,

vs.

Donald Stubblefield, One Mobile  
Home, Serial Number  
HON56014CK3516528 and Real  
Property known as 167-C Holbrooks  
Circle, Westminster, S.C

Defendant.

IN THE COURT OF COMMON  
PLEAS

ORDER/FINDINGS OF FACT

C.A. NO. 1996-CP-37-130

FILED OCONEE, SC  
SALLIE G. SMITH  
CLERK OF COURT  
2004 MAR 12 P 3:18

HEARING DATE: JANUARY 12, 2004  
TRIAL JUDGE: ALEXANDER S. MACAULAY  
PLAINTIFF'S ATTORNEY: J. DAVID STANDEFFER  
DEFENDANT'S ATTORNEY: BEATTIE B. ASHMORE

THIS MATTER was heard on January 12, 2004, before the Honorable Alexander S. Macaulay. The issue before the court was to determine whether the Oconee County Sheriff's Office is entitled to the above -captioned property, including the 25 acres known as 167-C Holbrooks Circle, Westminster, S.C. and the Mobile Home allegedly located on said property, pursuant to a forfeiture action brought under S.C. Code Ann., Section 44-53-520 due to illegal drug related activity conducted in relation to the property.

BRIEF PROCEDURAL HISTORY:

- (1) On April 11, 1996, Oconee County Sheriff's Office filed for forfeiture of the above-captioned property under case number 1996-CP-37-130.

168  
S. B.

Copy to  
Attorney  
5-12-04  
re-mailing  
copy to Ashmore



- (2) On September 24, 1996, an Affidavit of Non-Service was entered as the Defendant was a fugitive and could not be personally served.
- (3) On October 25, 1996, an Order of Publication was entered.
- (4) On January 8, 1997, Motion for Default Judgment was made against the Defendant, Donald Stubblefield, One Mobile Home, Serial Number HON56014CK3516528 and Real Property known as 167-C Holbrooks Circle, Westminster, S.C.
- (5) On April 23, 1997, a Default Judgment was entered for the 25 acres of real property known as 167-C Holbrooks Circle, Westminster, S.C.
- (6) On November 10, 1998, a Clerk's Deed to the Sheriff of Oconee County was filed in the RMC office of Oconee County.
- (7) On September 3, 1999, the State filed an action to clear title George M. Ducworth, Solicitor, Tenth Judicial Circuit and The Oconee County Sheriff's Department vs. Mike Stanley, Louise Stanley and John Doe case number 1999-CP-37-386.
- (8) On May 31, 2000, Mr. and Mrs. Stanley consented to forfeiture.
- (9) On January 2, 2001, Judge Kittredge ordered a continuance to add the Defendant, Donald Stubblefield, to case number 1999-CP-37-386 in order to determine title/ownership to real property.
- (10) On April 16, 2001, the State filed a forfeiture action listed as case number 2001-CP-37-184, in order to set aside all judgments since the Order of Default Judgment on April 23, 1997. While this action was styled as a

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forfeiture action in effect it really amounted to an action to clear title.

- (11) The State then made a Motion for Summary Judgment on Case Number 2001-CP-37-184, the State vs. Donald Stubblefield. On February 18, 2002, the Honorable Judge Macaulay granted the State's Motion for Summary Judgment, after argument of counsel for both parties, and granted title to the subject 25 acres and mobile home to the State. This Order was not appealed.
- (12) On May 29, 2002, Stubblefield filed a Motion to set aside the Default Judgment of April 23, 1997, in case number 1996-CP-37-130.
- (13) On August 5, 2002, an Order to Restore case number 1996-CP-37-130 to the non-jury docket was issued by the Honorable Judge Nicholson after hearing arguments of counsel.

**FINDINGS OF FACT:**

- (14) Prior to this action, Defendant owned property at 167-C Holbrooks Circle, Westminster, S.C., by his counsel's agreement and as shown by a deed recorded in the office of the RMC in Deed Book 675, at Page 242.
- (15) The Defendant had been convicted in Indictment numbers 93-GS-37-976 and 93-GS-37-1113 of possession and possession with intent to distribute over 102 grams of marijuana at the subject property in 1993.
- (16) The Defendant was later convicted of distribution of over 30 grams of marijuana on the property. The Defendant sold this marijuana from a larger cache of approximately one pound hidden inside his mobile home

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on the land. Defendant was equipped with scales and baggies used in the drug dealing business and stated he sold marijuana cigarettes, which were seen by an undercover Law Enforcement Officer and videotaped, for \$3.00 each. He stated he had access to 5 pounds of marijuana. The video tape was received into evidence.

- (17) Defendant signed a statement in 1991 that he grew and sold marijuana. He was in possession of two pounds of marijuana in 1991 according to a consent to forfeiture document that he signed.
- (18) The Defendant's wife testified that he was in the business of dealing marijuana on the subject property for years and used another business on the subject property as a front to conceal the source of his income. The Defendant kept marijuana to sell on the property.
- (19) A customer of Defendant testified that she bought marijuana about 10 times from Defendant on the property and several other people were also there, buying marijuana, when she made her purchases. She testified that the Defendant was known as a source for marijuana. She was shown on the subject property buying marijuana from the Defendant on a videotape introduced into evidence.
- (20) The Defendant admitted in his Deposition that he grew marijuana in South Carolina, near the North Carolina border.
- (21) The Defendant stated in his Deposition that he fled to Hawaii and remained hidden there for four years due to his fear of the pending 1996

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drug charges arising on the subject property.

CONCLUSIONS OF LAW:

- (22) I find that S.C. Code Ann., Section 44-53-520, is applicable to this case and that under this section of the Code, all property real and personal used to facilitate the use and/or distribution of controlled substances is subject to forfeiture.
- (23) I find that marijuana is a controlled substance within the meaning of Chapter 53 of Title 44 of the Code of Laws of South Carolina.
- (24) I find that the Supreme Court has found the Excessive Fines Clause of the 4<sup>th</sup> Amendment applicable to civil forfeiture cases. See *Austin v. United States*, 509 U.S. 602, 113 S. Ct. 2801, 125 L.Ed.2d 488 (1993).
- (25) I find that *Austin* left it to the lower courts to formulate tests to determine when a violation actually occurs. *Id*
- (26) I find that following the Court's directive, the Fourth Circuit Court of Appeals set forth a three-part instrumentality test which South Carolina has adopted as the law of the State. *United States v. Chandler*, 36 F.3d 358 (4<sup>th</sup> Cir. 1994), cert. denied, 514 U.S. 1082, 115 S.Ct. 1792, 131 L.Ed.2d 721 (1995).
- (27) I find that under the instrumentality test, a court must examine the nexus between the offense and the property and the extent of the property's role in the offense, the role and culpability of the owner, and the possibility of separating offending property that can readily be separated from the

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remainder. *Medlock v. Jeep Cherokee VIN 1JCWB7828FT129001*, 322 S.C. 127, 470 S.E.2d 373 (1996).

- (28) I find that factors which may be considered in measuring the strength and extent of the nexus between the property and the offense are: (1) whether the use of the property in the offense was deliberate and planned or merely incidental and fortuitous; (2) whether the property was important to the success of the illegal activity; and (3) the time during which the property was illegally used and the special extent of its use; (4) whether its illegal use was an isolated event or had been repeated and (5) whether the purpose of acquiring, maintaining or using the property was to carry out the offense. *Id*
- (29) I find that in this case, there was a nexus between the property and the offense.
- a. Here, the Defendant, Donald Stubblefield, was arrested and convicted of several drug offenses on the property over a period of years. Furthermore, he was in possession of the 25 Acres of real property and the trailer as it was his domicile and his place of business. The Defendant also made use of the property by selling controlled substances from the property and concealing them on the property.
  - b. In the *Jeep* case, the Jeep was repeatedly used to bring drugs into York County over a substantial period of time. The Court found that the Jeep was purposely and deliberately used to carry out the drug

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offenses. Similarly, in the case at bar, the real property was repeatedly used to sell and access drugs from other sources. There was testimony during the Hearing and a video tape of the Defendant, himself, showing that there was an old man who lived up the road from the Defendant, and the property was conveniently located near this person and that the Defendant used as a source and supplier of marijuana. I find that the property was used to hide or conceal the marijuana. The Defendant operated an active drug dealing business for many years from the property.

- (30) I find that the culpability of the owner of the property, who is also the Defendant, was substantial. In the *Jeep* case, the Defendant was acquitted. Here, the Defendant was convicted of numerous offenses over a 10 year period. Testimony established he made his income selling drugs from the property.
- (31) I find that the property in question is not subject to severability. The entire property by its very nature was very secluded and gave the Defendant some protection from law enforcement. The property was secluded so it could be used to conduct the business of selling marijuana without interference. I find that severability is unwarranted in this case.
- (32) I find that if there is a mobile home on said 25 acres of property, also known as 167-C Holbrooks Circle, Westminster, S.C. that it may be moved at the expense of the Defendant, but it must be removed within 30

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days, otherwise it is incorporated into the 25 acres and is subject to forfeiture.

(33) In accordance with Title 44, Code of Laws of the State of South Carolina, (1976) as amended, this Court has jurisdiction to hear and determine actions in this case and of the parties, and to construe relative interests of the parties to this action.

THEREFORE, based on the Findings of Fact and Conclusions of Law, it is **ORDERED, ADJUDGED AND DECREED:**

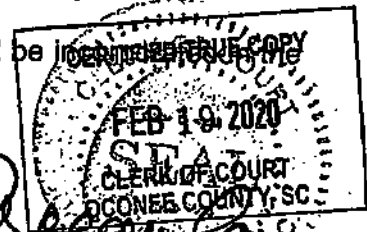
1. That the Oconee County Sheriff's Office is entitled under S.C. Code Ann., Section 44-53-520, to possession and title of the 25 acres of Real Property known as 167-C Holbrooks Circle, Westminster, S.C. The forfeiture is affirmed in favor of the State.
2. That if a trailer exists on these 25 acres of Real Property known as 167-C Holbrooks Circle that the Defendant has 30 days to remove it at his own expense, otherwise any such trailer will be forfeited and the forfeiture of the 25 acres.

**IT IS SO ORDERED.**

3/12/04

Walthalla  
Oconee, South Carolina  
Dated:

The Honorable Judge Macaulay  
Tenth Judicial Circuit



FILED OCONEE, SC  
SALLIE G. SMITH  
CLERK OF COURT  
2004 MAR 12 P 3: 18

8-68

EXHIBIT F

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS )

COUNTY OF OCONEE )

TENTH JUDICIAL CIRCUIT )

Case No. 2018- )

State of South Carolina, )  
ex rel. David Wagner, Solicitor, )  
Tenth Judicial Circuit, )

CONSENT FORFEITURE )

Plaintiff, )

-versus- )

Tract 8 (1.48 acres) located in Seneca )  
Oconee County, South Carolina. )  
The property is located in deed book 2384 )  
Page 263-264 in Oconee County Records )

2007 Dodge Charger )  
VIN# 2B3KA43G57H786827 )

Ruger 380 Serial# 372073 )  
Marlin Rifle 30/30 Serial# 7050609 )  
Winchester 1200 Serial# 140995 )  
Rifle 410 Serial# B175107 )

U.S. Currency \$3,652.00 (Cash) )

Defendant Property, )

And )  
Michelle Ann Reid )

Interested Party(ies). )

*Jeremy Chapman*  
*Sheriff*  
*08361 Rec.*

FILED OCONEE COUNTY, SC  
ANNA K. DANSON  
REGISTER OF DEEDS  
2019 JAN 11 P 3 25

The defendant property, Tract 8 (1.48 acres) located in Seneca, Oconee County, South Carolina. The property is located in deed book 2384 Page 263-264 in Oconee County Records, 2007 Dodge Charger VIN# 2B3KA43G57H786827, Ruger 380 Serial# 372073, Marlin Rifle 30/30 Serial# 7050609, Winchester 1200 Serial# 140995, Rifle 410 Serial# B175107, was seized as the result of an investigation and arrest of the Interested Party(ies) Michelle Ann Reid on or about 12-04, 2018 for a violation of the South Carolina Drug Statutes. The Interested Party(ies) was/were charged with Trafficking Methamphetamine and possession of a weapon during a violent crime.


*RSS*



The parties now desire to enter into a compromise settlement to avoid litigation whereby the Interested Party(ies) agree to voluntarily relinquish all rights to and ownership in the Defendant Property. The parties acknowledge this agreement is entered into freely, voluntarily and intelligently without undue influence or coercion.

IT IS THEREFORE ORDERED that the defendant property, Tract 8 (1.48 acres) located in Seneca, Oconee County, South Carolina. The property is located in deed book 2384 Page 263-264 in Oconee County Records, 2007 Dodge Charger VIN# 2B3KA43G57H786827, Ruger 380 Serial# 372073, Marlin Rifle 30/30 Serial# 7050609, Winchester 1200 Serial# 140995, Rifle 410 Serial# B175107, shall be forfeited to the Oconee County Sheriff's Department pursuant to Section 44-53-520 et seq., Code of Laws of South Carolina (1976), as amended.

IT IS SO ORDERED.

  
Judge, Tenth Judicial Circuit

Dated: 1-11-19

Walhalla, South Carolina

I CONSENT:

I understand that this settlement in no way mitigates any criminal actions that may be pending against me at this time.

  
Interested Party

  
Attorney for the Interested Party

  
Lindsay Simmons, Deputy Solicitor

  
Agent Anna J. Orr, Investigator

FILED  
OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS  
2019 JAN 11 PM 3:25



OCONEE COUNTY DELINQUENT TAX  
P.O. BOX 494  
WALHALLA SC 29691-0494



REAL ESTATE

# EXECUTION NOTICE

THESE TAXES ARE PAST DUE, AND PAYMENT MUST BE  
MADE TO AVOID ADVERTISEMENT AND SALE!

YEAR	RECEIPT NUMBER	TAX MAP/SC DOR#	DIST.
2018	053526-18-3	254-07-01-008	37

PROPERTY DESCRIPTION	LEVY YEAR	RECEIPT NUMBER	TOTAL
110 BENT OAK DR	2018	053526-18-3	357.05
526 1 AV 0.380 P:526 / T:3 / S: REID MICHELLE A C/O OCONEE COUNTY SHERIFFS OFFICE 415 S PINE ST WALHALLA SC 29691-2145			
<b>AMOUNT DUE</b>			<b>\$ 357.05</b>
AFTER 05/03/19 ADD \$130.00 FOR A TOTAL DUE OF:			\$ 487.05
AFTER 11/15/19 ADD \$20.00 FOR A TOTAL DUE OF:			\$ 507.05

IF THESE TAXES, ASSESSMENTS, PENALTIES AND COSTS ARE NOT PAID THE PROPERTY MUST BE DULY ADVERTISED AND SOLD FOR DELINQUENT TAXES, ASSESSMENTS, PENALTIES, AND COSTS.

**ADVERTISING OF PROPERTY WILL BEGIN ON NOVEMBER 19<sup>th</sup>, 2019.**  
**TAX SALE WILL BE HELD ON DECEMBER 9<sup>th</sup>, 2019.**

**IF YOU DO NOT PAY THE AMOUNT DUE, THE FOLLOWING ACTIONS WILL BE TAKEN:**

1. AN "OFFICIAL NOTICE OF LEVY" WILL BE MAILED TO YOU.
2. A SIGN WILL BE PLACED ON YOUR PROPERTY ANNOUNCING THAT THE PROPERTY IS TO BE SOLD FOR NON-PAYMENT OF TAXES.
3. YOUR PROPERTY WILL BE ADVERTISED IN A LOCAL NEWSPAPER.
4. YOUR PROPERTY WILL BE SOLD AT A PUBLIC AUCTION.

**If you believe you have received this bill in error  
please call 864-638-4147 or email at [delinquenttaxinfo@oconeesc.com](mailto:delinquenttaxinfo@oconeesc.com).**

▼ TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT ▼

### REAL ESTATE

RECEIPT NUMBER: 053526-18-3

TAX MAP/SC DOR#: 254-07-01-008

- PLEASE INCLUDE RECEIPT # ON CHECK
- **Save a stamp! Payment now accepted online at [oconeesctax.com](http://oconeesctax.com) or by phone 844-638-1831**

AMOUNT DUE **\$ 357.05**

AFTER 05/03/19 ADD \$130.00 FOR A TOTAL DUE OF: **\$ 487.05**

AFTER 11/15/19 ADD \$20.00 FOR A TOTAL DUE OF: **\$ 507.05**

MAKE PAYMENTS TO:

REID MICHELLE A  
C/O OCONEE COUNTY SHERIFFS OFFICE  
415 S PINE STREET  
WALHALLA SC 29691

**OCONEE COUNTY DELINQUENT TAX**  
P.O. BOX 494  
WALHALLA SC 29691-0494



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**RESOLUTION 2021-06**

A RESOLUTION APPOINTING AND COMMISSIONING MATTHEW LANE THOMAS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina; and,

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code § 20-30, et seq., the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission a code enforcement officer who is authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to environmental control, nuisances, property maintenance, substandard housing, zoning, and land use throughout the County.

**NOW THEREFORE**, be it resolved by Council in meeting duly assembled that:

Section 1. Matthew Lane Thomas (“Thomas”) is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Thomas shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer.

Section 2. Thomas's code enforcement authority shall extend throughout the entirety of the unincorporated portions of Oconee County and shall be limited to those ordinances that are related to environmental control, nuisances, property maintenance, substandard housing, zoning, and land use. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide Thomas with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of Thomas's appointment and commissioning hereby.

Section 4. Thomas shall serve as a code enforcement officer until this appointment and commission is revoked or his employment with Oconee County ends.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2021, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 4, 2021

## ITEM TITLE:

Title: Change Order # 1, PO 53717  
Engineering Services for Cherokee Lake Road  
Bridge Replacement

Department: Roads & Bridges

Amount: PO 53717: \$49,840.00  
Change Order #1: \$89,780.00  
Purchase Order Total: \$139,620.00

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Finance Approval:

*Deborah V Price*

Remaining Budget: \$597,747.28

Project Cost: \$89,780.00

Balance: 507,967.28

## BACKGROUND DESCRIPTION:

On April 5, 2016, Council approved the award of RFP 15-09 for On-Call Engineering Services to Davis & Floyd, Inc., of Greenwood, SC for Category B: On Call Roadway & Bridge Services.

On October 25, 2019, Purchase Order 53717 to Davis & Floyd, Inc was issued for Engineering Services for Cherokee Lake Road Bridge Replacement, in the amount of \$49,840.00. The services included on this purchase order were (tasks 1-5): topographic survey, soil test borings, preliminary roadway plans and right-of-way plans, preliminary bridge plans, and additional right-of-way (easement) assistance.

Davis and Floyd completed tasks 1-5 listed above and has submitted a proposal in the amount of \$89,780.00 for tasks 6-11 to include Final Roadway Plans, Final Bridge Plans, Bidding Services, Construction Support Services, Construction Inspections and Lead & Asbestos Survey.

The existing bridge on Cherokee Lake Rd is in need of replacement due to structural and functional deficiencies. This bridge is located where Cheohee Creek initially passes under Cherokee Lake Road. The Cheohee Valley Fire Substation is located above this bridge and uses it for access to get to Cheohee Valley Rd. Davis and Floyd has performed preliminary design work (tasks 1-5) on the roadway to ensure the feasibility of construction along with assessing the existing right-of-way to make sure it was sufficient for construction. Staff is requesting Council approval for Change Order #1 to PO 53717 for Engineering Services for Final Design, Bidding & Construction to Davis and Floyd.

## ATTACHMENT(S):

1. Davis & Floyd Proposal for Tasks 6-11

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve Change Order # 1 to PO 53717 in the amount of \$89,780.00; which brings the purchase order total to \$139,620.00.

Submitted or Prepared by:

*Tronda C Popham*  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

\_\_\_\_\_  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

# DAVIS & FLOYD

SINCE 1954

January 14, 2021

Mr. Kyle Reid  
Assistant Director of Public Works  
Oconee County  
15022 Wells Highway  
Seneca, SC 29678

Emailed this day: [kreid@oconeesc.com](mailto:kreid@oconeesc.com)

Re: Cherokee Lake Road Bridge Replacement Final Design & Construction  
D|F Job Number: 013453.13

Dear Kyle:

Davis & Floyd, Inc. (D|F) is pleased to present this proposal for additional engineering services supporting Oconee County (Client) for the road and bridge final design and construction of Cherokee Lake Road over Cane Creek. The services required for this project will include the following:

**Task 6 – Final Roadway Plans:** D|F will design and prepare the final road plans. The plans will utilize the horizontal and vertical road alignment and roadway cross sections previously developed during preliminary design. All quantities will be provided as well as a list of bid pay items. The plans will also include stormwater and erosion control documents, details, and technical specifications. An erosion control and stormwater management plan will be developed, which will be required to address potential site erosion because of the proposed construction. Since the projected land disturbance for this project will be less than one acre, permitting and CEPSCII inspections will not be required and a notification form will be submitted to SCDHEC. **(\$15,812.00)**

**Task 7 – Final Bridge Plans:** D|F will design the bridge and prepare the final bridge plans. The plans will be neatly drawn and professionally prepared. All quantities will be provided as well as a list of bid pay items. The plans will be complete and checked for completeness, correctness, accuracy, and consistency with the AASHTO Specifications and in general accordance with SCDOT design standards before submittal to Oconee County. **(\$22,052.00).**

**Task 8 – Bidding Services:** D|F will assist Oconee County with the preparation of the Bid Package, attend the Prebid conference and analyze final bids to determine the most qualified low bidder. **(\$7,031.00).**

**Task 9 – Construction Support Services:** D|F will aid during construction to assist Oconee County with construction related items. Anticipated items requiring assistance include RFI response, shop drawing review, preconstruction meeting, one construction site visit, a final construction walk through and as-built drawings. **(\$11,757.00).**

**Task 10 – Construction Inspection:** D|F will provide major milestone construction inspections of the new bridge construction. **(\$26,791.00).**

1319 Highway 72/221 East, Greenwood, SC 29649

o. (864) 229-5211 f. (864) 229-7844

[WWW.DAVISFLOYD.COM](http://WWW.DAVISFLOYD.COM)

**Task 11 – Lead & Asbestos Survey:** D|F will conduct a site visit to perform a lead and asbestos survey of the existing bridge. A final report of our findings and requirements for the proper disposal of the existing bridge will be provided to Oconee County. **(\$2,462.00).**

Reimbursable expenses including permit fees, travel, subsistence, and printing will be invoiced separately and are in addition to the labor effort above. We estimate these fees not to exceed **\$3,875.00.**

The total fee of **\$89,780.00** including expenses is a not to exceed design fee.

If authorized to commence work on the services outlined above, the following would be an approximate project milestone schedule:

<u>Milestone</u>	<u>Schedule</u>
Notice to Proceed (NTP)	n/a
95% Design Submittal & Draft Bid Package	3 months after NTP
Final Design Submittal & Bid Package	4 months after NTP
Bid Advertisement	4 months after NTP
Bids Received	6 months after NTP
Contractor issued NTP	7 months after NTP

Davis & Floyd, Inc. appreciates the opportunity to provide this proposal and looks forward to working with Oconee County on this project. The procurement of our services will be according to the Professional Services Agreement dated April 19, 2016 and last updated on March 2, 2020 titled Category B Roadway & Bridge Services. Please do not hesitate to call if you have any questions or comments.

Very truly yours,

**DAVIS & FLOYD**



Robert G. Stevenson, PE  
Senior Structural Engineer



Brent P. Robertson, PE  
Vice President

Enclosure: Manhour worksheet  
Detailed Scope of Services

# DAVIS & FLOYD

SINCE 1954

## Summary of Scope

Davis & Floyd, in (D|F) will provide additional professional engineering and construction inspection services to support the final design, bidding and construction of the Cherokee Lake Road Bridge Replacement over Cane creek located approximately 3.1 northwest of Tamassee and further described as replacement of a 60'x33' bridge approximately located on the existing horizontal and vertical alignment.

## Project Assumptions

This Scope of Services is based upon the following assumptions:

- Final design will be based on previously submitted and approved preliminary design drawings
- Design submittals will be reviewed by Oconee County Personnel and SCDOT reviews will not be required
- The SCDOT 2007 Standard Specifications for Highway Construction will be used as the base technical specifications and modified as needed through project specific technical specifications
- Project is considered a low volume bridge replacement in accordance with SCDOT PCDM-11 (Supplement Design Criteria for Low Volume Bridge Replacement Projects)
- A detailed Hydraulic Design Study is not required
- Geotechnical exploration and report completed in preliminary design is sufficient for final design
- Oconee County specific specifications to be included in project manual will be provided to D|F in electronic format
- Oconee County will advertise the project for bidding
- D|F will have a minimum of 5 business days to respond to RFIs
- D|F will have a minimum of 10 business days to review shop drawings
- Shop drawing reviews will be limited to one resubmittal each
- Utility relocation coordination will be performed by Oconee County
- Any required coordination with the public will be performed by Oconee County
- A SCDHEC less than one acre notification will be submitted for the project.
- Concrete samples will be tested by others

## Project Exclusions

This Scope of Services does not include the following items:

- Load rating of proposed bridge
- Detour Plan Development
- Value Engineering (VE) design review
- Additional meetings not specifically noted in the Tasks below
- Additional site visits not specifically noted in the Tasks below
- Additional inspections not specifically noted in the Tasks below
- Additional testing sampling not specifically noted in the Tasks below
- Utility relocation coordination

Tasks 1 thru 5 – Contracted under separate proposal



### Task 6 – Final Roadway Plans

#### 6.1 Development of 95% roadway drawings

Roadway design will be in accordance with applicable AASHTO standards and in general accordance with the latest SCDOT standards. The design will be based on the AASHTO Guidelines for Geometric Design of Low-Volume Roads.

#### 6.2 Development of final roadway drawings

Final signed and sealed roadway drawings will be developed based on comments received from Oconee County's review of the 95% roadway drawings.

#### 6.3 Roadway Construction Cost Estimate

A draft roadway construction cost estimate will be developed for the 95% roadway design and submitted with the drawings. A final roadway construction cost estimate will be developed based on comments received from Oconee County's review of the 95% roadway plans and submitted with the final signed and sealed drawings.

#### 6.4 Roadway Technical Specifications

Draft technical roadway specifications will be developed for the 95% roadway design and submitted with the drawings. Final technical roadway specifications will be developed based on comments received from Oconee County's review of the 95% roadway plans and included in the Project Manual issued for bid.

#### Deliverables:

- 95% roadway drawings in electronic .pdf format
- Draft technical roadway specifications in electronic .pdf format
- Draft roadway construction cost estimate in electronic .pdf format
- Final signed and sealed roadway drawings in electronic .pdf format
- Final technical roadway specifications in electronic .pdf format
- Final roadway construction cost estimate in electronic .pdf format

### Task 7 – Final Bridge Plans

#### 7.1 Development of 95% bridge drawings

Bridge design and detailing will be in accordance with applicable AASHTO standards and in general accordance with the latest SCDOT standards. The design will utilize SCDOT standard hollow core slabs and precast concrete barriers. The superstructure will be supported by driven steel piles and a cast-in-place concrete cap. No. 57 stone will be used as back fill behind the end bents in lieu of approach slabs.

#### 7.2 Development of final bridge drawings

Final signed and sealed bridge drawings will be developed based on comments received from Oconee County's review of the 95% bridge drawings.

#### 7.3 Bridge Construction Cost Estimate

A draft bridge construction cost estimate will be developed for the 95% bridge design and submitted with the drawings. A final bridge construction cost estimate will be developed based on comments received from Oconee County's review of the 95% bridge plans and submitted with the final signed and sealed drawings.

#### 7.4 Bridge Technical Specifications

Draft technical bridge specifications will be developed for the 95% bridge design and submitted with the drawings. Final technical bridge specifications will be developed based on comments received from Oconee County's review of the 95% bridge plans and included in the Project Manual issued for bid.

#### Deliverables:

- 95% bridge drawings in electronic .pdf format
- Draft technical bridge specifications in electronic .pdf format
- Draft bridge construction cost estimate in electronic .pdf format
- Final signed and sealed bridge drawings in electronic .pdf format
- Final technical bridge specifications in electronic .pdf format
- Final bridge construction cost estimate in electronic .pdf format

### Task 8 – Bidding Services

#### 8.1 Compilation of Project Manual including County specific specifications

A complete project manual will be compiled to include technical project specifications and Oconee County specific bid specifications. County specific bid specifications will be developed and provided by Oconee County and modified as need for this specific project in coordination with Oconee County.

#### 8.2 Prebid meeting

A prebid meeting will be held with County representative(s), DJF engineer representative, and interested contractor representative(s). An agenda will be provided prior to the meeting to the County. Meeting minutes and attendance records will be developed and distributed in an addendum.

#### 8.3 RFI Response

Contractor submitted requests for information (RFI) will be reviewed and responses provided. RFI responses will be distributed in an addendum.

#### 8.4 Addendum(s)

Addendum(s) will be issued as necessary to modify, clarify, or provide additional bid information. (2) two addendums are anticipated to be issued.

#### 8.5 Bid Review and Recommendation

Bids received will be reviewed for responsiveness, qualifications verified, and unit costs reviewed. A letter of recommendation will be provided to the County indicating the qualified lowest bidder.

#### Deliverables:

- RFI responses in electronic .pdf format (included in addendum)
- Prebid meeting agenda in electronic .pdf format
- Prebid meeting minutes in electronic .pdf format (included in addendum)
- Final bid drawings in electronic .pdf format
- Project Manual including addendum(s) in electronic .pdf format
- (1) one hard copy of final bid drawings
- (1) one hard copy of final Project Manual including addendum(s)

## Task 9 – Construction Support Services

### 9.1 RFI Response

Contractor submitted requests for information (RFI) will be reviewed and responses provided. RFI responses will be distributed to the County and Contractor.

### 9.2 Shop Drawing Review

Shop drawings submitted by the contractor will be reviewed for compliance with the plans, specifications, and contract provisions. All shop drawings will be stamped by the reviewer indicating the appropriate action to be taken with the submittal (approved, approved as noted, revise & resubmit, etc.) and returned to the contractor with a copy sent to Oconee County.

### 9.3 Preconstruction meeting

A preconstruction meeting will be held with County representative(s), D|F engineer representative, and contractor representative(s). An agenda will be provided prior to the meeting. Meeting minutes will be developed and distributed to all meeting attendees.

### 9.4 Construction Site Visit

One construction site visit will be conducted upon the request and as approved by the County. A memo indicating the observations and any recommendations from the site visit will be provided to the County and Contractor.

### 9.5 Final Construction walk through

A final construction walk-through will be conducted upon substantial construction completion. A memo indicating the observations from the site visit and any items requiring additional work will be provided to the County and Contractor.

### 9.6 As-built Drawings

As-built drawings will be provided to the County based on redline markups provided by the contractor. The contractor will be required to provide accurate redline markups of the drawings to D|F prior to the completion of the as-built drawings being submitted to the County.

### Deliverables:

- RFI responses in electronic .pdf format
- Shop drawing review and comments in electronic .pdf format
- Preconstruction meeting agenda in electronic .pdf format
- Preconstruction meeting minutes in electronic .pdf format
- Construction site visit observations and recommendations memo in electronic .pdf format
- Final construction walk-through observations and recommendations memo in electronic .pdf format
- As-built drawings in electronic .pdf format
- As-built drawings in electronic AutoCAD format
- (1) one hard copy of as-built drawings

### Task 10 – Construction Inspection

- 10.1 Construction observation @ key points during construction
  - a. Pile driving (20 hrs. budgeted for this task)
  - b. Substructure rebar placement (20 hrs. budgeted for this task)
  - c. Substructure cap concrete placement and sampling (20 hrs. budgeted for this task)
  - d. Superstructure precast slab & barrier placement (20 hrs. budgeted for this task)
  - e. Roadway embankment observation and testing (40 hrs. budgeted for this task)
  - f. Asphalt placement observation and testing (40 hrs. budgeted for this task)
  - g. Concrete pipe placement (10 hrs. budgeted for this task)
  - h. Guardrail placement (20 hrs. budgeted for this task)
  - i. Rip rap placement (10 hrs. budgeted for this task)
- 10.2 Inspection documentation and reporting

#### Deliverables:

- Inspection summary report at each key point in electronic .pdf format

### Task 11 – Lead & Asbestos Survey

#### 11.1 Asbestos Assessment

The asbestos assessment will utilize EPA accredited and South Carolina of Health & Environmental Control (SCDHEC) licensed inspectors. A sampling strategy will be developed to provide representative samples of each suspect asbestos-containing material (ACM) in general accordance with State and Federal standards that may be disturbed by the proposed demolition of the existing bridge. The samples that are collected will be placed in air-tight containers for transportation to a laboratory and then analyzed. The asbestos content is estimated and expressed as a percent of the total sample. Significant destructive sampling and investigative techniques will not be performed. Consequently, suspect asbestos-containing materials that are not visible and readily accessible may not be included in this work.

#### 11.2 Lead-Based Paint Assessment

A lead-based paint survey and assessment with testing will be conducted for the structure in general accordance with OSHA and EPA standards. The structure will be assessed by testing representative painted surfaces utilizing X-Ray Fluorescence (XRF) technology to account for the various types of components, substrates, and colors of paints present. Paint systems identified as lead-based will be assessed for the condition of the paint and likelihood for disturbance.

#### Deliverables:

- Asbestos and Lead-Based Paint Assessment Report in electronic .pdf format.
  - The Report will include the project background, investigative procedures, sample analysis/findings, and conclusions and recommendations. The report will also identify and assess the type material and quantity of confirmed ACM(s). Additionally, the report will identify and assess the current condition of the confirmed lead-based paints on the structure and provide recommendations for abatement/stabilization and disposal of lead-based paint.

- The report will include information required in 40 CFR 763.85 (a)(4)(vi)(A)-(E), as well as, project location map, photos of existing structure, the date of inspection and the name, license number, and signature of the licensed inspector who performed the inspection and completed the report. The cover sheet of the report will include project identification information, route carried by structure, and description of what the structure crosses.
- The following notes will be included on the cover sheet of the report and check the appropriate boxes:
  - Yes, Asbestos was found       Yes, Lead Based Paint was found
  - No, Asbestos was not found       No, Lead Based Paint was not found

(End of Scope of Services)



CLIENT: Oconee County  
 PROJECT: Cherokee Road Bridge Replacement (Cont. Mod.)

D&F JN: 110.00  
 CALC BY: BPR/RGS  
 DATE: 01/14/21

**Scope of Engineering Services:**

Task	Task
1 Topographic Survey (Original Contract)	7 Final Bridge Plans
2 Geotechnical Exploration (Original Contract)	8 Bidding Services
3 Preliminary Roadway Plans (Original Contract)	9 Construction Services
4 Preliminary Bridge Plans (Original Contract)	10 Construction Inspection Services
5 ROW Coordination (Original Contract)	11 Lead & Asbestos Survey
6 Final Roadway Plans	12

**Engineering Cost Estimate**

Task	Principal	Sr. PM	Sr. Engr.	Engr	Sr. Dsgn.	Staff Engr.	Insp.	Dsgn./Acct.	Clerical
1									
2									
3									
4									
5									
6	4		44	8		60		1	
7	2	4	23	35	80	23		1	
8	1		22	2		26		1	
9	3		37		8	36		1	
10	1		20				220	1	
11	2							20	
12									
<b>Total</b>	<b>13</b>	<b>4</b>	<b>146</b>	<b>45</b>	<b>88</b>	<b>145</b>	<b>220</b>	<b>25</b>	<b>-</b>

Principal	13	@	\$ 231.00 / hour =	\$ 3,003.00
Senior PM	4	@	\$ 184.00 / hour =	\$ 736.00
Senior Engineer	146	@	\$ 168.00 / hour =	\$ 24,528.00
Engineer	45	@	\$ 137.00 / hour =	\$ 6,165.00
Senior Designer	88	@	\$ 121.00 / hour =	\$ 10,648.00
Staff Engineer	145	@	\$ 105.00 / hour =	\$ 15,225.00
Inspector	220	@	\$ 105.00 / hour =	\$ 23,100.00
Designer/Accountant	25	@	\$ 100.00 / hour =	\$ 2,500.00
Clerical	0	@	\$ 68.00 / hour =	\$ -

In-House Labor Sub Total = \$ 85,905.00  
 Sub-contracted work (Geotechnical), Lump Sum = \$ -  
 Total Labor = \$ 85,905.00  
 Expenses = \$ 3,875.00  
 Grand Total = \$ 89,780.00

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 4, 2021

## ITEM TITLE:

Procurement: ITB 20-06

Title: **Compactor & Container  
For Solid Waste**

Department(s): **Solid Waste**

Amount: **\$150,767.36**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Finance Approval: *Andale Price*

Budget: \$ 150,802.56

Project Cost: **\$150,767.36**

Balance: \$ 35.20

## BACKGROUND DESCRIPTION:

This bid was issued March 5, 2021 to purchase four (4) containers and six (6) compactors with power units, guide islands and hoppers to be installed at the following Manned Recycling Centers: Strawberry Farm, Mnt. Rest, Long Creek, Salem and Ebenezer. The compactors and containers will replace aging, run down units or some containers may be an additional unit at various centers. The contractor is to provide full installation including all electrical work from disconnect to power unit. The compactors and containers will be shipped from Ajax, Ontario, Canada and the installation will be performed by a subcontractor; All Baler and Hydraulic Repairs of Travelers Rest, SC. The replaced units will be refurbished, if applicable, or sold for scrap metal.

This bid was advertised and emailed to seven bidders. On April 1, 2021, formal sealed bids were opened for this project. Four (4) companies submitted bids with Reaction Distributing, Inc. of Ajax, Ontario, Canada, submitting the lowest responsive and responsible bid of \$150,767.36

The County will be required to pay Sales/Use Tax directly to the SC Department of Revenue for this purchase in the amount of \$8,211.36

The total for the purchase and installation of the compactors and containers is \$150,767.36 (\$142,556.00 Reaction Distributing and \$8,211.36 SC DOR).

## SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee County Solid Waste was awarded a SC DHEC Grant, in the amount of \$15,000.00 to apply toward purchase of new compactors and containers.

## ATTACHMENT(S):

1. Bid Tab

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of bid ITB 20-06, Reaction Distributing, Inc. of Ajax, Ontario, Canada in the amount of \$142,556.00.
2. Approve payment in the amount of \$ 8,211.36 to SC DOR for Sales/Use tax.

four (4) containers

Submitted or Prepared by: *Tronda C. Popham*

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*

Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Bid Tab  
ITB 20-06 Compactor Container

Bid Opening: April 1, 2021 @ 2:00PM EST

Bidders		Baker's Waste Equipment		Becker Complete Compactor		Iron Container (Nu-Life Environmental)		Reaction Distributing		Wastequip	
Address		223 Baker Street Morganton, NC		Highway West Columbia, SC		2266 Powdersville Rd Easley, SC		19 Brock Street Ajax, Ontario; Canada		841 Meacham Road Statesville, NC	
Quantity	Description	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
6	Compactors	\$18,958.00	\$113,748.00	\$21,697.99	\$130,187.94	\$20,800.00	\$124,800.00	\$16,856.00	\$101,136.00	NO BID	
4	Containers	\$8,411.00	\$33,644.00	\$11,884.46	\$47,537.84	\$10,000.00	\$40,000.00	\$8,930.00	\$35,720.00		
6	Installation	\$1,183.00	\$7,098.00	\$2,650.00	\$15,900.00	\$3,750.00	\$22,500.00	\$950.00	\$5,700.00		
	SUBTOTAL		\$154,490.00		\$193,625.78		\$187,300.00		\$142,556.00		
	Sales/Use Tax (6%)		\$8,843.52		\$10,663.55		\$9,888.00		\$8,211.36		
	<b>GRAND TOTAL</b>		\$163,333.52		\$204,289.33		\$197,188.00		\$150,767.36		
	Delivery Time ARO		10 Weeks		6-8 Weeks		90-120 Days		4-8 Weeks		



# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 4, 2021

## ITEM TITLE:

Procurement #: **RFP 19-03** Title: **Design Build Services for Westminster Magistrates Office** Department(s): **Magistrate** Amount: **\$767,534.00**  
**\$153,506.80 Contingency (20%)**  
**\$921,040.80 Total**

## FINANCIAL IMPACT:

Procurement pending approval of the FY 21-22 budget. Finance Approval: Sadale V Price  
Budget: 921,040.80 Project Cost: 921,040.80 Balance: 0

## BACKGROUND DESCRIPTION:

On March 3, 2020, County Council approved the RFP 19-03 Design Build Services to Trehel Corporation for the initial Schematic and Design Phases in the amount of \$15,000.00. On August 18, 2020 the Real Estate, Facilities & Land Management Meeting made a motion directing staff to present the proposed construction documents and Construction phase of the project to County Council. County Staff reviewed different options of renovation vs. new construction and negotiated pricing to reduce the cost of the New Westminster Magistrates Office. Staff recommends demolition of the current structure and construction of a new 3,581 sq. ft. facility. Staff is requesting approval of phase three and four to Trehel Corporation in the amount of 767,534.00 plus \$153,506.80 (20% contingency) for a total amount of \$ 921,040.80.

Design-Build is a method of project delivery in which *one* entity (Design-Builder) forges a *single* contract with the Owner to provide for Architectural Engineering design services AND construction services.

This design build project consists of four (4) phases:

- Phase One: Schematic Phase
- Phase Two: Design Development
- Phase Three: Construction Documents
- Phase Four: Construction Phase

## ATTACHMENT(S):

1. Trehel Corporation Pricing dated 7-24-2020
2. Pricing Breakdown
3. Floor Plan
4. Westminster Magistrate Court Timeline
5. Letter from the City of Westminster dated 4-13-21

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the award of Phase three and four for Westminster Magistrates Office to Trehel Corporation of Clemson, SC in the amount of \$767,534.00 plus 20% contingency in the amount of \$153,506.80 for a total award of \$921,040.80, pending the approval of the FY 21-22 budget.
2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: Tronda C Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F Brock  
Amanda F. Brock, County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*

## A New Magistrate's Office - Westminster SC

24-Jul-20

### New Magistrates Office

**Building SF - Total** 3,581 \*\*not including canopy, soffits, overhangs  
**Total Occupancy - Assembly (A3)/Business (B)** Type VB Construction (non sprinklered)

### Construction Budget

#### Sitework Costs

Building Demolitions	\$28,500	>>>>	demo existing building; haul off/disposal
Hazardous Material Abatements	\$7,000	>>>>	license and permit fees; remove and dispose of materials as identified by report provided by Oconee County; disposal fees and reports included
Sitework	\$0	>>>>	demo concrete slab/footings; brick planters, concrete pads; haul off debris (by Oconee County)
Asphalt Milling and Paving	\$0	>>>>	mill existing 2" asphalt paving at North parking area
New Asphalt Parking - Rear	\$0	>>>>	new medium duty paving (6+4) behind building; employee parking
New Pavement Striping and Signage	\$1,530	>>>>	parking lines, arrows and ADA reqt
Concrete Parking Bumpers	\$1,800	>>>>	precast bumpers and pins; North parking area only (based on new site layout)
Concrete Sidewalks and Pads	\$13,750	>>>>	new sidewalks, mechanical equipment pads
Site Utilities - Sewer	\$3,749	>>>>	from existing building line to sewer at back parking lot (East)
Site Utilities - Telephone Conduit	\$1,720	>>>>	80ft, one (1) 4" conduit from IT room to local service provider access
Site Utilities - Water	\$0	>>>>	not included in scope of work; assume existing service meter to stay in place
Landscaping & Irrigation	\$10,205	>>>>	irrigation, irrigation sleeves; grassing, plantings (bushes, trees), mulch

#### Building Costs

Concrete Foundation & Slab Modifications/Upgrades	\$53,263	>>>>	footing excavations/placement, steel reinforcing; 4" stone base, fine grade and prep, 4"-3000psi concrete slab on grade, sawcut joints, 10mil vapor barrier, seal
Brick Veneer Wainscot	\$16,600	>>>>	brick veneer base at building perimeter 30"; standard shapes/colors; includes water table ledge; brick piers at front entry
Framing & Rough Carpentry	\$72,475	>>>>	conventional wood wall framing, pre engineered roof trusses; sheathings, wrap, fasteners and adhesives, wall blocking; hold downs and shear wall bracing; decorative timber truss framing at main entry
Equipment Rentals, Small Tools and Consumables	\$9,360	>>>>	heavy equipment (crane), forklift, skidsteer, consumables, small tools
Vinyl Siding, Vinyl Soffits, Fascia and Gutters	\$13,055	>>>>	horizontal vinyl siding; vinyl shakes at gables; gable vents, perforated vinyl soffits; aluminum fascia; gutters and downspouts
Building Insulations	\$4,476	>>>>	R11 interior sound bats, R13 exterior wall insulations; R38 roof batt insulations; air barrier (taped and sealed) installation over acoustical ceilings
Hang, Tape and Finish Sheetrock	\$21,913	>>>>	5/8" sheetrock on all walls; restrooms and wet walls receive moisture resistant
Acoustical Ceilings	\$7,162	>>>>	2x2 prefinished aluminum grid, tegular tiles
Cabinets and Countertops	\$25,726	>>>>	plastic laminate vanity tops at ADA restrooms, plastic laminate vanity and top at Judges bathroom; plastic laminate cabinets and top at Breakroom; plastic laminate countertop with 2 stack drawers at Business Office customer counter (6' long); wall cap and countertop at Judges Bench; standard colors & hardware; wood railing at Ramp/Jury Stairs; wood casings at windows
New Roofing - Shingles and Membrane	\$13,700	>>>>	architectural shingles, flashings, ridge vent, synthetic roofing underlayment
Doors, Frames & Hardware	\$13,971	>>>>	hollow metal frames, solid core interior wood doors, exterior metal door, standard operating hardware; sliding pass thru window at Business Office
Aluminum Storefront Entry's	\$5,835	>>>>	front and side entry doors and glazing; medium stile doors with panic devices, closers; standard aluminum finish; 1" low e, insulated glass
Vinyl Windows	\$2,800	>>>>	new vinyl windows; grids between the glass (GBG); low E glazing; standard hardware
Vinyl Plank Flooring & Rubber Base	\$7,511	>>>>	vinyl plank flooring, 4" rubber base, floor prep; Corridors, Lobby, Bathrooms, Mech, Storage
Carpet Flooring	\$8,382	>>>>	carpet tile; floor prep; \$25/sy allowance; Offices, Courtroom, Jury, Conference, Records
Painting	\$9,042	>>>>	walls, door/frames, window casings; caulking and sealants
Specialties	\$5,067	>>>>	toilet accessories/partitions, fire extinguishers/cabinets; night deposit drop box
Interior Signage - ALLOWANCE	\$425	>>>>	Restroom ADA compliance; plastic, wall mount (exterior signage NIC)
Furniture, Furnishings & Equipment	\$0	>>>>	not included in scope of work
Fire Sprinkler Systems	\$0	>>>>	not included in scope of work (not required by IBC)
Plumbing	\$35,000	>>>>	water/waste piping; water heater, fixtures & trims
HVAC	\$52,412	>>>>	new exhaust fans and duct; new split systems (3 zones) 2ton at Office Area, 4ton Court Room, 3ton Judges Office/Deliberation/Breakroom, ductwork, grilles, diffusers, vents, tstats, trims
Electrical	\$44,108	>>>>	new 400amp service with building mounted CT can/meter base; disconnects for new HVAC, power wiring, service feeders, receptacles, switches, devices and trims; LED interior lighting package, data rough in locations/access, minimal exterior wall lighting, emergency/exit lighting, engineering
Automated Fire Alarm/Security System	\$0	>>>>	not included in scope of work (not required by IBC)
Communication and Video/Sound Cabling	\$0	>>>>	cabling and terminations for data, TV
Architectural & Engineering Documents	\$37,282	>>>>	Civil, Architectural & Structural Design, permit/construction documents
On Site Trehel Superintendent	\$63,120	>>>>	salary, vehicle & gas, phone; 21 weeks

## A New Magistrate's Office - Westminster SC

24-Jul-20

Project Specific General Conditions	\$67,378	>>>>	mobilization, temporary facilities, contract management, dumpster & daily clean up, final cleaning, blueprint copies, safety & first aid materials, layout, temporary barricades/partitions
Contingency	\$0	>>>>	Oconee County to carry construction contingency separate
City of Westminster License Fees	\$2,256	>>>>	City of Westminster license fees; Oconee County permit fees NIC
Special Inspections - ALLOWANCE	\$2,500	>>>>	compaction testing; concrete testing; misc structural and framing
Payment & Performance Bond	\$8,000		
Trehel Corporation Overhead & Fee	<u>\$74,564</u>	10.0%	
<b>Total Construction Budget</b>	<b>\$745,637</b>		

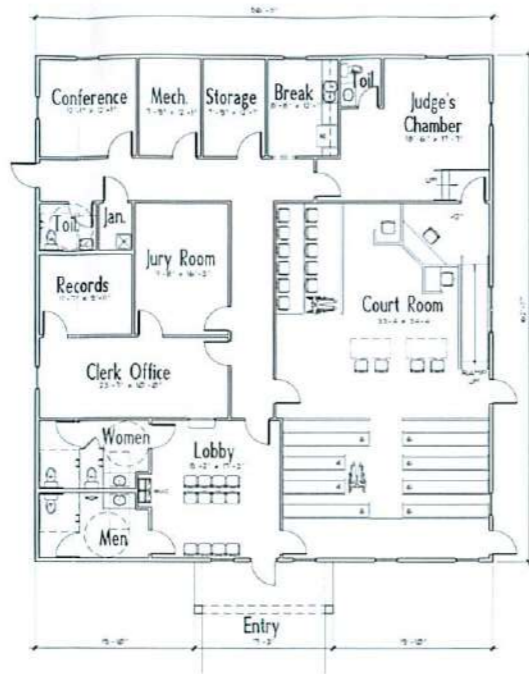
**Value Alternates**

1	Add Automated Fire & Security Alarm System	>>>>	\$8,573	**central panel with devices and trim; NIC monitoring
2	Add Painted Cementitious Siding & Stone Wainscot	>>>>	\$13,324	**in lieu of vinyl siding and brick wainscot
3	Install wall mounted DSS unit at IT Closet	>>>>	\$6,078	**no room shown; add individual unit at Storage Room
4	Install flagpole with solar power light	>>>>	\$3,138	

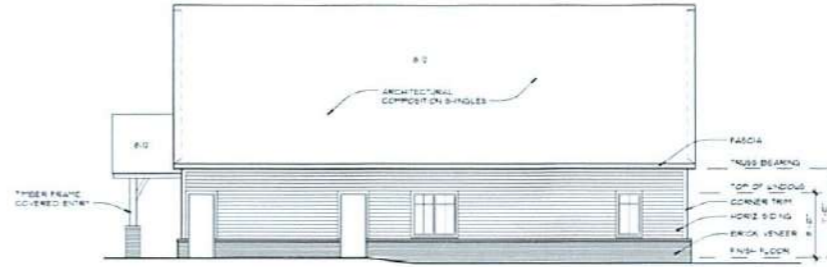
<b>New Magistrates Office Price Breakdown</b>	
Demolition, Abatement & New Construction	\$745,637.00
Automated Fire and Security Alarm System	\$8,573.00
Cementitious Siding and Stone wainscot (exterior)	\$13,324.00
	\$767,534.00
Contingency (20%)	\$153,506.80
<b>Total</b>	<b>\$921,040.80</b>

# WESTMINSTER MAGISTRATES OFFICE

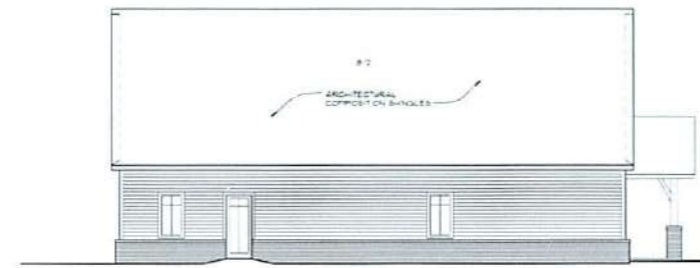
Westminster, South Carolina



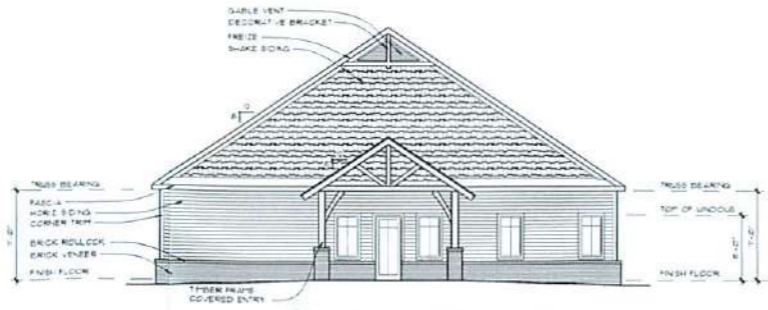
**FLOOR PLAN**  
SCALE: 1/8" = 1'-0"  
3,581 SQ. FT. BLDG. NORTH



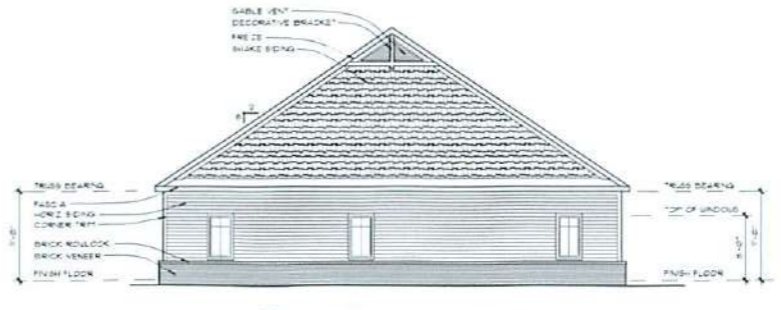
**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"



**NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

SCHEMATICS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION - 5/27/2020

**trehel** corporation  
the better building process  
discern • design • deliver

**Signature**  
ARCHITECTS

P.O. Box 696 • Clemson, SC 29633 (864) 654-1213

April 19, 2021

RE: New Magistrates Office – Westminster

Ms. Tronda C. Popham  
Oconee County Procurement  
415 South Pine Street  
Walhalla, SC 29691

Ms. Popham,

As you know, our team consisting of Trehel Corporation, Signature Architects and Oconee County representatives, has worked diligently over the last year to finalize a scope of work and budget to complete this project. Our last pricing scenario was submitted on July 24, 2020. We have communicated several times since then about possible start dates. We have also worked to ensure that we are able to keep that pricing commitment. This letter is to inform you that due to the current construction market we can only continue to keep our current pricing in place until Wednesday, May 5, 2021.

Sincerely



R. Bryan Yoder  
Senior Project Manager  
Trehel Corporation

## Westminster Magistrate Court Timeline

The need for a new Westminster Magistrate Office has remained a Council priority as the current facility requires annual maintenance and updates while not meeting the needs of the public. Since discussions began, during the budget planning process for FY 2014-2015, feasibility studies were conducted on various locations and properties were considered based on location, renovations costs and practicality. County Council made a motion at the March 19, 2021 Special Meeting to revoke the direction to staff to sell the property located on E Main Street in Westminster and to bring additional information to Council to determine the best course of action moving forward.



<b>July 15, 2014</b>	<b>FY 2014-2015 Oconee County Budget</b>
	The Office of the Magistrate listed the urgent need to relocate the Westminster Magistrate Court to a permanent location was listed under goals for the upcoming fiscal year. Oconee County added the Westminster Magistrate Court renovation or construction to the Five Year Capital Plan for FY 2016.
<b>October 1, 2014</b>	<b>Feasibility Study Meeting</b>
	Adept Design Services of South Carolina, LLC, met with Oconee County Administrator Scott Moulder to discuss the need for a new Magistrate's Office for the City of Westminster. A feasibility study was performed for three (3) existing buildings with a fourth possible study of building a new structure. The sites examined were: <ul style="list-style-type: none"> <li>• 213 East Weston Street</li> <li>• 224 East Main Street</li> <li>• Town Hall for City of Westminster</li> </ul>
<b>November 24, 2014</b>	<b>Feasibility Study Submitted for County Review</b>
	The feasibility study described considerations and approximate costs for renovations at each location. The estimated costs were: The sites examined were: <ul style="list-style-type: none"> <li>• Construction of New Office - \$100 – 125 per sq. ft.</li> <li>• 213 East Weston Street - \$70 – 95 per sq. ft.</li> <li>• 224 East Main Street - \$85 – 110 per sq. ft.</li> <li>• Town Hall for City of Westminster – General survey needed for cost estimate</li> </ul> The study stated pricing estimates are subject to market pricing for materials and labor at the time the project commences.
<b>June 16, 2015</b>	<b>FY 2015-2016 Oconee County Budget</b>
	The Office of the Magistrate again listed the urgent need to relocated the Westminster Magistrate Court was listed as a special consideration for the upcoming year. Under the Five Year Capital Plan, the Westminster Magistrate Court construction or renovation remained a priority for FY 2016 at \$550,000.00.
<b>June 21, 2016</b>	<b>FY 2016-2017 Oconee County Budget</b>
	The Westminster Magistrate Court construction or renovation was moved to FY 2017 under the Five Year Capital Plan at \$550,000.00.
<b>February 2, 2017</b>	<b>County Council Strategic Planning</b>
	The Westminster Magistrate Court was listed as an initiative at the Strategic Planning Retreat. Discussion included a potential partnership with the City of Westminster and Chairwoman Edda Cammick noted City Hall had an entire second floor which sat vacant. Terms used to describe the space utilized for the current Magistrate's Court included embarrassing, scary and unacceptable.

<b>June 20, 2017</b>	<b>FY 2017-2018 Oconee County Budget</b>
	The Westminster Magistrate Office was listed as a short term goal for Oconee County and included in the Five Year Capital Plan for FY 2020 at \$550,000.00.
<b>March 2, 2018</b>	<b>County Council Strategic Planning</b>
	Strategic Planning initiatives included the Westminster Magistrate Court renovation or construction.
<b>June 19, 2018</b>	<b>FY 2018-2019 Oconee County Budget</b>
	<p>Millage recommended in the FY 2018-2019 Budget for the Westminster Magistrate Office:</p> <ul style="list-style-type: none"> <li>• 0.2 Unincorporated</li> <li>• 0.2 Incorporated</li> </ul> <p>The Westminster Magistrate's Office was again listed under short term goals for Oconee County and included in the 2019-2023 Capital Improvement Plan at \$500,000.00.</p>
<b>February 27, 2019</b>	<b>County Council Strategic Planning</b>
	The Westminster Magistrate Court was included under current initiatives during County Council's Annual Strategic Planning Retreat.
<b>September 5, 2019</b>	<b>Purchased Westminster Property on E Main Street</b>
	Oconee County purchased real property, located at 1601 E Main Street, Westminster, South Carolina, for the future site of the new Westminster Magistrate Court. The existing 5,142 sq. ft. structure was formerly utilized as a church which closed and remained abandoned for a number of years.
<b>January 16, 2020</b>	<b>Issued RFP 19-03</b>
	An RFP was issued for design/build services for a new Westminster Magistrate Court and sent to sixteen (16) firms.
<b>February 11, 2020</b>	<b>Opened RFP 19-03 for Bids</b>
	<p>Four (4) Proposals Received</p> <ul style="list-style-type: none"> <li>• Hogan Construction</li> <li>• J. Davis Construction</li> <li>• Marsh Bell Construction</li> <li>• Trehel, Inc.</li> </ul>
<b>February 13, 2020</b>	<b>First Evaluation Committee Meeting</b>
	The Evaluation Committee, comprised of various Oconee County staff members, discussed the four proposals utilizing a handout provided by Procurement.
<b>February 20, 2020</b>	<b>Second Evaluation Committee Meeting</b>
	The Evaluation Committee reviewed the proposals and made the recommendation to approve the award to Trehel, Inc., for schematics and design services.
<b>March 3, 2020</b>	<b>County Council Approval</b>
	County Council approved the award for schematics and design to Trehel, Inc., in the amount of \$15,000.00.
<b>March 6, 2020</b>	<b>Issued Purchase Order</b>
	The purchase order was issued to Trehel, Inc., who began the schematics and design for the renovation or new build for the Westminster Magistrate Court.
<b>May 26, 2020</b>	<b>Reviewed Construction Options</b>
	<p>Staff met with Trehel, Inc., and reviewed the two (2) construction options provided:</p> <ol style="list-style-type: none"> <li>1. Demolish and rebuild a 5,142 sq. ft. facility for \$917,144.00; or</li> <li>2. Renovate the current 5,142 sq. ft. building for \$979,865.00.</li> </ol> <p>Staff negotiated with Trehel, Inc., reviewed value engineering (VE) options and requested revised pricing based on discussion of the two options.</p>



<b>June 3, 2020</b>	<b>Revised Proposals</b>
	<p>Staff received revised proposals utilizing VE options. Due to unknown issues with the current slab, additional testing and work may be required to get the slab to a useable condition that will meet current code requirements.</p> <ol style="list-style-type: none"> <li>1. Demolition and abatement of the building, utilizing the current footprint / concrete slab, vinyl siding and stone veneer, estimated cost is \$900,371.00; or</li> <li>2. Demolition and abatement of the building, reducing the square footage to 4,707 sq. feet, utilizing the current slab and cementitious siding with stone veneer, estimated cost is \$971,549.00.</li> </ol> <p>Staff requested Trehel, Inc., provide another proposal with cost savings should the Oconee County Roads and Bridges Department would complete some or most of the demolition and asphalt work.</p> <p>Staff received the revised proposal on June 16, 2020, and reviewed said proposal – new facility, utilizing the existing concrete slab with vinyl siding and brick veneer, estimated cost is \$805,416.00 + footing alternate for a total of \$823,657.00.</p>
<b>June 23, 2020</b>	<b>Reviewed All Scenarios</b>
	<p>Staff met and reviewed several scenarios provided by Trehel, Inc., including:</p> <ol style="list-style-type: none"> <li>1. Renovate existing facility;</li> <li>2. Demolish existing facility and build back on the existing concrete slab;</li> <li>3. Demolish the existing facility and remove the existing slab and build new facility; and</li> <li>4. Demolish existing facility, leave the slab and do various finishes such as brick vs. stone, vinyl vs. painted siding, different entry.</li> </ol>
<b>June 23, 2020</b>	<b>Staff Determination</b>
	<p>After considering the various issues, staff made the following determinations:</p> <ol style="list-style-type: none"> <li>1. It would be more expensive to renovate the existing structure as opposed to tearing it down and utilizing the existing slab from there.</li> <li>2. There would be additional costs to address assumed structural issues with the existing concrete slab to support the structure as demolition and abatements are performed inside.</li> <li>3. Staff cannot reuse most, if any, of the existing exposed beam structure, raised stage, or walls in the 'existing Sanctuary' because of abatements and structural issues, making renovation of the existing facility uneconomical.</li> </ol> <p>Staff determined the best course of action would be to demolish and abate the current structure and build a new facility from the ground up with reduced square footage.</p>
<b>July 15, 2020</b>	<b>Received and Reviewed New Floor Plan</b>
	<p>Staff received the new floor plan (3,581 sq. ft.) proposal for review. Chief Magistrate, William Derrick, reviewed the plan and determined the proposed floor plan would meet the needs of the Westminster Magistrate Office / Court.</p>
<b>July 27, 2020</b>	<b>Staff Determination</b>
	<p>Staff received the final proposal with the new floor plan, factoring in minimal work by Oconee County. The proposed expenditures are as follows:</p> <ul style="list-style-type: none"> <li>\$745,637.00</li> <li>\$ 8573.00 Automated Fire and Security Alarm System</li> <li><u>\$13,324.00</u> Cementitious Siding and Stone wainscot (exterior)</li> <li>\$767,534.00</li> <li><u>\$ 76,753.40</u> 10% Contingency for unforeseen items / issues</li> </ul>

	<p>\$844,287.40</p> <p>Staff determined Oconee County would obtain a better product for a better price by tearing the building down and doing new construction. It is the staff's recommendation that the new floor plan proposal be presented to Council for approval.</p>
<b>August 18, 2020</b>	<p><b>Real Estate, Facilities &amp; Land Management Committee Meeting</b></p> <p>The Committee voted 3 – 0 to refer full Council at the September 15, 2020 meeting to discuss the Westminster Magistrate Court timeline and financial recommendation.</p>
<b>February 10, 2021</b>	<p><b>Discovered Large Hole in Roof</b></p> <p>A large 2 ft. diameter hole in the roof of the existing building was discovered. Oconee County facilities maintenance attempted to patch the hole, but found that the roof was in poor condition and too dangerous for staff to walk on to make the necessary repairs.</p>
<b>February 19, 2021</b>	<p><b>County Council Strategic Planning</b></p> <p>The Westminster Magistrate Office was mentioned as an ongoing project and therefore not a new initiative for the purposes of the Strategic Planning Retreat.</p>
<b>March 2, 2021</b>	<p><b>Discussed by County Council</b></p> <p>Councilmember Julian Davis made a motion to amend the agenda to add a discussion item regarding the sale of the former Free Gospel Holiness Church above the discussion item regarding the abatement and demolition of the structure. County Council had a lengthy discussion regarding the Westminster Magistrate / Former Free Gospel Holiness Church expenses and project status. Council voted 5 – 0 to list the property for sale at a fair market value price. Staff's initial recommendation to abate and demolish the structure was discussed. County Council voted 5 – 0 to postpone the abatement and demolition of the former Free Gospel Holiness Church.</p>
<b>March 19, 2021</b>	<p><b>County Council Special Meeting</b></p> <p>Danny Duncan read a letter, on behalf of the Westminster City Council, regarding the Westminster Magistrate project. County Council discussed the Westminster Magistrate Office at length. Council made a motion to revoke prior direction to sell the former Free Gospel Holiness Church property and bring back to full Council numbers for raising/new construction of the Westminster Magistrate Office and the renovation of the Westminster Magistrate Office and any information staff can compile of alternate sites. Council voted to approve motion, as stated (Vote 3 – 2 – Hart &amp; Durham opposed).</p>



April 13, 2021

Mr. John Elliott  
Chairman, Oconee County Council  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Dear Chairman Elliott:

We appreciate the opportunity to provide the additional information requested by the Oconee County Council at its March 19, 2021 Special Meeting.

As requested, this letter contains:

- 1) On the attached page, a listing of City of Westminster owned property. This is not an all-inclusive list as small parcels that contain utility assets and/or parcels that are too small to have any bearing on the matter at hand are omitted.
- 2) Oconee County Council members asked if the City of Westminster will contribute financially to the construction of the discussed Magistrate's office.

Response: The City of Westminster respectfully defers the construction of the Magistrate Office to Oconee County as magistrate services are a County-level function.

Finally, please accept this letter of response as Westminster's good-faith cooperation with Oconee County to provide a much-needed new Magistrate Office in Westminster.

Sincerely,

The Westminster City Council

<b>TMP</b>	<b>Acre</b>	<b>Address</b>	<b>Description</b>
530-02-01-004	12.2	Simpson St	Old practice field, next to Westminster Middle School
530-09-01-002	2.48	no street or road access	vacant, no road access, behind parcel off of Freeman St
530-09-01-003	13.6	Freeman St	vacant - at the end of Freeman St
530-11-07-004	0.81	W North St	In between W. North Street/Earl Holcombe Dr/W Abbey St
530-12-01-024	1.22	W Abbey St	Two vacant parcels
530-12-01-023			
530-12-03-003	5.95	Anderson Ave	next to Westminster Rec - gym
530-16-03-001	0.3	100 E Windsor St	current location of Westminster City Hall
530-16-03-002	1.1		current location of Oconee Magistrate Office, Westminster Police Department, city parking lot
530-16-04-005	0.11	Retreat St	Retreat St Park
530-21-06-015	1.34	Riley St	Old Public Works Yard
530-24-01-007	15	Emergency Ln	Westminster Fire Department
234-00-07-043	40.9	Cornelia Ave	Water Plant
530-16-13-008	5.08	Lucky St	Baseball field, old swimming pool
530-16-13-014	0.77	Luck St	Old pool building, leased to Westminster Senior Outreach
264-00-05-037	9.15	near Westoak Hwy	parcel w no road access
530-27-01-001	42.1	S Bibb St	Westminster Utilities Yard
530-09-01-004	49.15	Hall Rd	Vacant property
530-09-01-006	13.6	no road access, behind parcel listed above	Vacant property



**NOTES**  
**PLANNING & ECONOMIC DEVELOPMENT**  
**COMMITTEE MEETING**  
**March 16, 2021**  
**5:00 p.m.**

Update of Mill Hill Opportunity Zone Community Based Visioning and Charrette – Clemson University

No one from Clemson University was able to be present at the meeting.

Discussion regarding Bailey Bill Overview

Ms. Annie Caggiano, Economic Alliance President, addressed the Committee and gave a brief presentation. She noted the Bailey Bill allows local governments to offer a property tax abatement to encourage the rehabilitation of historic properties or low to moderate income properties. Discussion continued.

Mr. Elliott made a motion, seconded by Mr. Davis, approved 3 – 0, to coordinate with representatives from the municipalities and from archives and history to discuss the processes that the County envisions.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, May 18, 2021 beginning at 4:30 p.m.



# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Matthew Durham	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2021-2024	2019-2022	2021-2024	2021-2024	2019-2022	2021-24	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	Dan Suddeth [1]	Auby Perry [3]	Marion Lyles [2]	Bobby Fendley [1]	Albert Brightwell [2]	David Bryant [1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Larry Cantrell [1]	Rex Blanton [1]	Ashley Townsend [1]	Charlie Whiten [1]	Debbie Sewell [2]	Tessa Moxley [1]	Terrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Ernie Lombard [1]	Thomas Jones [<1]	Melody Davis [1]	Mike Phillips [2]	Daniel Dreher [1]	Suzette Cross [2]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	James Codner [2]	Gwen Fowler [2]	William Gilster [2]	Marty McKee [3]	Tim Mays [1]	John Eagar [1]	William Decker [1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Brad Kisker [1]; James McKibben [1]; Kevin Knight [2]; John Sandifer [2]; Joshua Lusk [1]; Osceola Gilbert [1]; <b>VACANT</b>							
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [2]	D. Ryan Keese [1]	Nicholas Gambrell [1]	Scuddy Walker [1]	Emily Hitchcock [1]	Charles VanOver [1]	
Destination Oconee Action Committee														
PRT Commission <small>(members up for reappointment due to initial stagger)</small>	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [2]; Shawn Johnson [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee														
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1]; Diane Smathers [1]; Nicklaus McKinney [1]			Shelby Henderson [1]; Allison Addison [2]; Charles Holcombe [1]; Nivia Miranda [1]; Liz Kuemmerer [1]; Monica White [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	David Nix [1]	Alex Vassey [2]	Frankie Pearson [2]	Gary Gaulin [1]	Patrick Williams [1]	Mike Johnson [3]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[ # ] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested; - questionnaire on file] Denotes Individual who DOES NOT WISH TO BE REAPPOINTED

**Italicized TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.**



Dan McDonald  
P.O. Box 1184  
Pleasant Grove, Utah 84062  
Email: dan@mcdonaldfielding.com  
Telephone: (801) 372-0055  
www.mcdonaldfielding.com

April 20, 2021

Oconee County Council  
c/o David A. Root, Esq.  
Oconee County, South Carolina  
415 South Pine Street  
Walhalla, S.C. 29691  
Via Email: [droot@oconeesc.com](mailto:droot@oconeesc.com)

**Re: Request for Reasonable Accommodation  
Residential Treatment for Handicapped Youth  
602 Walter Scott Lane, West Union, S.C. 29696 (the "Property")**

Dear Honorable Members of the County Council:

I am a fair housing lawyer for Elevated Youth Services, Inc., which operates residential treatment centers for handicapped youth throughout the United States. I am writing this letter to request an accommodation from Article V of the Oconee County Code under the federal Fair Housing Act ("FHA" or "FFHA") and the Americans with Disabilities Act ("ADA").

Elevated's request for an accommodation, which is incorporated herein by this reference, was first made to the planning department on March 30, 2021, and then forwarded to your county attorney, who advised me to address Elevated's request directly to the County Council. This letter will only summarize the information, evidence, and legal analysis in the full reasonable accommodation application, which is on file with the County. If you want more detailed information, you should consult the full reasonable accommodation application.

**I.  
The Accommodation Elevated is Requesting**

In collaboration with the State of South Carolina Department of Health and Environmental Control (DHEC), Elevated wants to provide licensed care and housing to 16 handicapped<sup>1</sup> youth at the Property, which is located in the County's Control Free District. However, under Article V

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<sup>1</sup> Elevated will treat youth with various mental and emotional handicaps and disabilities, including, but not limited to, mood disorders such as major depression, dysthymia, and bipolar disorder; impulse control disorders; PTSD; anxiety disorders; and disorders along the autism spectrum. All residents must meet stringent admissions criteria and program guidelines, which ensure that residential treatment is necessary, meaning that each resident has one or more mental or emotional impairments which substantially limits one or more major life activities within the meaning of 24 C.F.R. § 100-201(a)-(b) to the extent that living within a structured residential setting is required. No person posing a direct threat to person or property will be admitted to the program. Elevated does not provide treatment for offenders in conjunction with any court-ordered juvenile detention or confinement orders from the juvenile justice system.

of the County Code, Elevated falls within the special category of a “group residential facility” (“GRF”). Under Article V, GRFs must apply for a special exception and obtain special permission from the County’s board of zoning appeals (the “Board”) after public notice and a public hearing. In contrast, other forms of unrelated group living for non-handicapped persons, such as student housing, are expressly exempted from this process. *Id.* Elevated is asking the County to waive the requirements of Article V because, among other things, such a waiver is reasonable and necessary to avoid housing discrimination and provide an equal housing opportunity.

## **II.**

### **Federal Law Sometimes Requires Waiver of Local Zoning Laws**

The federal Fair Housing Act—which trumps the County Code under the Supremacy Clause of the United States Constitution—requires “reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a handicapped] person equal opportunity to use and enjoy a dwelling.” 42 U.S.C. § 3604(f)(3)(B). Also, Title II of the Americans with Disabilities Act and its implementing regulations, outline the duty of the County to accommodate the needs of the disabled. For those with a qualifying “disability” as defined in 42 U.S.C. § 12131(2), “[a] public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability[.]...” 28 C.F.R. § 35.130(b)(7)(i). Both statutes make it illegal for governmental entities such as the County to discriminate against the handicapped or disabled by imposing different regulations and requirements upon them than it does for groups of similarly-situated non-handicapped persons. *See* 42 U.S.C. § 12132; 42 U.S.C. § 3604(f)(1). *See also* 42 U.S.C. § 3604(f)(2).

“In amending the Fair Housing Act, or Title VIII of the Civil Rights Act of 1968, in 1988, one of Congress’s explicit motivations was to extend federal protections against housing discrimination to individuals with physical or mental handicaps.” *Bangerter v. Orem City Corp.*, 46 F.3d 1491, 1498 (10<sup>th</sup> Cir. 1995) (citing 42 U.S.C. §§ 3602, -3604). “Furthermore, the FHAA’s prohibitions clearly extend to discriminatory zoning practices. The House Committee Report accompanying the FHAA states that the FHAA ‘is intended to **prohibit the application of special requirements through land-use regulations**, restrictive covenants, and conditional or special use permits **that have the effect of limiting the ability of [the handicapped] to live in the residence of their choice** in the community.’” *Id.* (emphasis added) (quoting H.R.Rep. No. 100-711, 100th Cong., 2d Sess. 24 (1988) U.S.Code Cong. & Admin.News 1988, pp. 2173, 2185).

Both the Fair Housing Act and the ADA authorize private parties to bring civil actions for discriminatory housing practices. Remedies available under both statutes include damages, penalties, injunctions, restraining orders, and attorney’s fees. *See, e.g.*, 42 U.S.C. § 3613.

The United States Court of Appeals for the Fourth Circuit, which is the federal appeals court with jurisdiction over South Carolina, has developed a three-pronged test for determining



whether an accommodation is required by the FHA. An accommodation is required if it is “(1) reasonable and (2) necessary (3) to afford handicapped persons equal opportunity to use and enjoy housing.” *Bryant Woods Inn, Inc. v. Howard County*, 124 F.3d 597, 603-04 (4th Cir. 1997). I will briefly discuss each of these three elements.

**A. Elevated’s requested accommodation is reasonable.**

Elevated’s requested accommodation is reasonable because its proposed use is consistent with both the County’s zoning and land use programs. The Property is located in the County’s “Control Free” zone. According to the Housing Element of the Comprehensive Plan, “the *Control Free* zoning district ... currently allows all types of residential uses and densities.” It also recognizes that “[a]dequate, safe housing is a basic human need” and recognizes that “[s]pecial needs populations—the elderly, persons with disabilities, persons with chronic illnesses, individuals and families in crisis, and the homeless—often have special housing needs” and that “[t]hese specialized housing needs can be met in the form of nursing homes, assisted living facilities, emergency and crisis shelters, halfway houses and group quarters, and temporary homeless shelters.” *Id.* The Comprehensive Plan expressly contemplates that “some require specialized support services in a residential setting.” *Id.* That is precisely what Elevated provides and it does so in a manner that is consistent with the Comprehensive Plan.

The Property has a large semi-circular driveway that can adequately accommodate staff vehicles for off-street parking, if necessary. It also has a very large, detached garage that can easily enclose 4 vehicles. Elevated’s staff will generally park in the garages and their vehicles will not be visible from the road. Elevated’s residents will not have their own vehicles. They will be shuttled to and fro *via* two, multi-passenger vans. Those vans will generally be parked in the garage when not in use. From a traffic standpoint, Elevated’s use of the Property will not overburden the County’s road infrastructure any more than a single-family residence of blood-related or unrelated individuals would. The number of vehicles associated with the Property is not atypical for a single-family residence. It will be less than the number of vehicles associated with a college dorm or student housing.

In short, Elevated’s proposed use of the Property is a residential one. The Property, itself, will maintain its residential structure and appearance. No signage will be added. The landscaping and parking will not be altered from a residential use. From the outside looking in, it will be impossible to tell that the structure is being used for anything but a single-family residence.

**B. Elevated’s requested accommodation is necessary.**

The residents of Elevated must live in a residential group home setting. Sometimes children need care that cannot be provided in the home or through outpatient services alone. The need for residential treatment such as that provided by Elevated is well-recognized in the case law, as well as the therapeutic literature.

If you care to better understand the therapeutic need for this accommodation, the reasonable accommodation application on file with the city contains detailed evidence, research and testimony supported by, among others, the Child Welfare League of America, the largest children's advocacy organization in the United States, and the American Academy of Child & Adolescent Psychiatry. Also, if you want more information about the therapeutic need for this facility, the application materials on file with the County, which are supported by the declaration and professional opinion of Nick Browning, LCSW, explain the therapeutic need for group living at the census size requested in much more detail.

But, to summarize, Elevated's youth need to live together in groups every bit as much as a blind person needs a seeing eye dog or a paraplegic needs a wheelchair. These particular youths cannot live and function unless they live in a peer-supported, trauma-free setting. The census size is necessary because a smaller census size won't create the peer support, the culture, and the trauma-free safety these particular youth require because of their disabilities.

**C. An accommodation is needed to achieve equality of opportunity.**

"The 'equal opportunity' element directly relates to whether the accommodation is necessary, requiring equal treatment between the disabled and the non-disabled." *United States v. Town of Irmo*, 2020 U.S. Dist. LEXIS 82558, \*16-\*17 (D.S.C. May 11, 2020) (citing *Bryant Woods Inn*, 124 F.3d at 605; *Oxford House, Inc. v. City of Raleigh*, 5:98-CV-113-BO, 1999 U.S. Dist. LEXIS 3705, 1999 WL 1940013, at \*4 (E.D.N.C. Jan. 1999)).

The County Code imposes more stringent requirements and processes upon the disabled than it does upon blood-related families and groups of unrelated, non-handicapped persons. For example, under the County Code, a family of 16, a 16-student boarding school that doesn't provide counseling or care, a frat house or sorority of 16 students, or a monastery that houses 16 priests, could automatically live at the Property without having to go through the rigors imposed on GRFs by Article V of the County Code.

This is significant because federal law requires that similarly situated groups be treated equally by local zoning laws. Moreover, the federal courts have held that "the most similarly situated non-disabled comparators" for youth treatment facilities are "boarding schools and housing for colleges and trade schools open to the non-disabled," under the FHA. *Cinnamon Hills Youth Crisis Center, Inc. v. Saint George City*, 685 F.3d 917, 921 (10th Cir. 2012). Hence an accommodation is necessary to put Elevated and its residents on equal footing with other similarly-sized groups of people who could automatically enjoy housing at the Property without the burdens imposed by Article V of the County Code.

**IV.**  
**Conclusion**

Based upon the reasonable accommodation application on file with the County, which is summarized above, Elevated respectfully requests that the County Council exercise its powers granted by federal law to waive Article V of the County Code as it applies to Elevated. Federal law empowers the County Council to make this determination. Indeed, “the thrust of a reasonable accommodation claim is that a defendant must make an affirmative change in an otherwise valid law or policy.” *Bangerter*, 46 F.3d at 1501-02.

Elevated is not asking for special treatment. It will comply with all other applicable County ordinances, including building and safety codes, that are applied to all, handicapped and non-handicapped alike. But this accommodation is necessary and reasonable to give Elevated’s residents an equal housing opportunity.

Please let me know at your earliest possible convenience what the County’s legal position is with regard to the FHA and/or ADA as it relates to the County Code and the issues set forth herein so that Elevated knows how it shall proceed. Elevated hereby expressly reserves any and all claims it has under the FHA and/or ADA.

Sincerely,

**MCDONALD FIELDING PLLC**



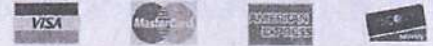
Daniel J. McDonald

Encl.

c: Elevated Youth Services, Inc.

# F I E D FACE

864.973.6676



upstatetoday.com

SALES & SERVICES

SERVICES

**Delivery Services Available**

Will deliver gravel, stone or whatever your need may be.  
Hauling up to 6 tons.  
Min. charge of \$200 on 25 miles radius of Oconee Co.

Please call F & K Construction at 864-784-9342 for service.

REAL ESTATE RENT

APARTMENTS UNFURNISHED

**Best Deal In Town!**

1 Br. - \$495. • 2 Br. - \$615.  
Ask About Our Weekly Specials!  
•Furn/Power Pkgs.  
•On CAT Bus Route.

**Call (864)882-0636**

WANTED TO RENT

**Seneca Daily Journal Employee with family seeks 3 bedroom rental**

Friendly to small Yorkshire Terrier & Maine Coon Cat.

\$1,000 - \$1,200 range.  
Preferred areas include Walhalla to Mountain Rest.  
Please call 864-882-2375.

VACATION/RESORT RENTALS

**ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE**

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network.

LEGAL NOTICES

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consider and could also be used when determining specific terms and conditions the company must follow if a permit is issued. Where there is a significant amount of public interest, DHEC may hold a public hearing. If the public meeting cannot be held in person due to the COVID-19 guidelines restricting in-person gatherings, the public meeting will be held using an alternative method that provides the public the ability to participate remotely.

For questions, additional information, to be added to DHEC's mailing list, or to submit written comments, please contact:

Jeremy Eddy  
DHEC - BLWM  
2600 Bull Street  
Columbia, SC 29201  
Phone: (803) 898-7609  
E-Mail: eddyje@dhec.sc.gov

Please bring this notice to the attention of persons you know who may be interested in this matter.

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, May 4, 2021 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2021-08

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT RISE," PROVIDING FOR THE PAYMENT OF A SPECIAL SOURCE REVENUE CREDIT TO SUCH COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

NOTICE OF SALE

BY VIRTUE OF A DECREE heretofore granted in the case of Oconee Federal Savings and Loan Association vs. Joseph L. Joiner, Jr., et al, Case No. 2020-CP-37-900, I, the undersigned, will sell on Sales Day next, to wit, May 3, 2021, at the Oconee County Courthouse at Walhalla, South Carolina, at 11:00 o'clock a.m., the following described real property, to wit:

LEGAL NOTICES

LEGALS

South Carolina, County of Oconee, City of Seneca, being known and designated as the northern portion of Lot Numbers 597 and 598 on the Plan of the City of Seneca, as more fully shown and described on a plat thereof by Harold W. Hawkins, Surveyor, dated June 29, 1970, and recorded in Plat Book P-32, at page 74, records of Oconee County, SC. The aforementioned property being the identical property conveyed to Joseph L. Joiner, Jr. and Pamela B. Joiner by deed of The Bank of New York, as Trustee for Amresco Residential Securities Corporation Mortgage Loan Trust 1997-3 under the Pooling & Servicing Agreement dated as of September 1, 1997, a Corporation, dated August 11, 1999, and recorded August 13, 1999, in Deed Book 1045, at page 307, records of Oconee County, SC.

Tax Map #520-24-10-007  
Property Address: 506 N. Townville Street, Seneca, SC 29678

SUBJECT TO ASSESSMENTS, COUNTY TAXES, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: CASH TO THE HIGHEST BIDDER, purchaser to pay extra for deed and stamps. A cash deposit of five (5.0%) percent of the bid will be required as evidence of good faith in bidding, which sum shall be forfeited in the event of noncompliance with the terms of the bid within twenty (20) days after the sale. No deficiency judgment will be granted and the sale will be final after full compliance.

The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

If the Plaintiff or the Plaintiff's representative does not appear at the public sale provided by this Notice, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available Sales Day.

s/Lisa Burton

Lisa Burton  
Clerk of Court, Oconee County

Walhalla, South Carolina  
April 1, 2021  
N. Gruber Sires, Jr.  
Attorney for Plaintiff  
P.O. Box 1277  
Seneca, SC 29679  
Telephone: 864-882-1277

NOTICE OF APPLICATION

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

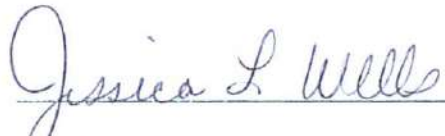
IN RE: Notice of Public Hearing: Ordinance 2021-08

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/15/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
04/15/2021



Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 12, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030

**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**WOMBLE, CARLYLE, SANDRIDGE & RIC**

**IN RE: NOTICE OF PUBLIC HEARING**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/17/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
04/17/2021

\_\_\_\_\_  
Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 12, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030

LEGAL NOTICES

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conveyed his interest in the subject property to Michael S. Burns by deed recorded July 23, 1990, in Deed Book 981, at page 275, in the office of the Register of Deeds, Oconee County, South Carolina. Thereafter, Michael S. Burns conveyed the subject property to Denise Jennifer Burns by quitclaim deed recorded May 21, 2019, in Deed Book 2467, a Page 321, and re-recorded July 8, 2019, in Deed Book 2481, at page 296, in the office of the Register of Deeds, Oconee County, South Carolina. TMS No. 292-00-03-006 SUMMONS (PETITION NOT SERVED) TO THE RESPONDENTS ABOVE NAMED: YOU ARE HEREBY SUMMONED AND REQUIRED to apply to the Probate Court for a copy of the Petition filed in this matter on the 22nd day of March, 2021, and to Answer the Petition and serve a copy of your Answer upon the undersigned at their offices at 107 North Fairplay Street (or at P. O. Box 795) in Seneca, South Carolina, thirty days after service hereof upon you, exclusive of the day of such service, and if you fail to answer the Petition within that time, the Petitioner will apply to the Court for the relief sought therein.

LEGAL NOTICES

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including any rights to custody, control, visitation, or support in said children; and if the Court terminates your parent-child relationship, it will be permanently terminated, and thereafter you may not contest an adoption or other placement of said children.

YOU MUST RESPOND by appearing in person or by an attorney within thirty (30) days after the last publication of this notice, and in the event you fail to do so, adjudication on said petition and termination of your parental rights may be entered against you, in your absence, without further notice.

Julie Roush  
Juvenile Court Clerk

Ryan Amsler, 35495-91  
Attorney, Indiana Department of Child Services  
Work: 765.412.7577

**FIND IT IN THE CLASSIFIEDS!**

**Clip & Go YARD SALES**

**Huge Yard Sale Garage is full!**

Saturday, April 17  
8am-12pm  
108 Magnolia Way, Seneca  
Off Lawrence Bridge Rd.

Price to sell!  
Old Tools, Antiques, Furniture,  
Jewelry, & More!

**Indoor Yard Sale Plus, a Hot Dog Sale!**

Saturday, April 17  
7 am - until

Oakway United Wesleyan Church  
6390 West Oak Hwy., Westminster

Multiple Sellers!  
Furniture, Books, Clothes,  
& More!

**Moving Sale**

239 Weldon Rd., Westminster

Thurs., April 15 - 8am to 3pm  
Fri., April 16 - 8am to 12pm  
Sat., April 17 - 8am to 3pm

Dishes, quilts, Christmas decor, household items, children's toys, bicycles, yard tools and other tools, Shop-Vac & many misc. items.

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STATE OF INDIANA  
IN THE TIPPECANOE SUPERIOR COURT 3  
COUNTY OF TIPPECANOE

CAUSE NUMBER:  
79D03-2103-JT-000026  
79D03-2103-JT-000027  
79D03-2103-JT-000028

IN THE MATTER OF THE TERMINATION OF THE PARENT-CHILD RELATIONSHIP:  
TC - DOB 11/7/2014  
ATC - DOB 6/16/2017  
MC - DOB 5/19/2018 AND  
TONYA M. CULL (MOTHER)

TO: Tonya M. Cull  
Whereabouts unknown

SUMMONS FOR SERVICE  
BY PUBLICATION & NOTICE  
OF TERMINATION OF PARENTAL RIGHTS HEARING

NOTICE IS HEREBY GIVEN to the above noted parent whose whereabouts are unknown, that the Indiana Department of Child Services has filed a Petition for Involuntary Termination of your Parental Rights, and that an adjudication hearing has been scheduled with the Court.

YOU ARE HEREBY COMMANDED to appear before the Judge of the Tippecanoe Superior Court 3, 301 Main Street, Lafayette, IN 47901, 765-423-9295 for a(n) Termination of Parent Rights Hearing on 6/15/2021 at 8:30 AM and Initial Hearing on 6/15/2021 at 8:30 AM and to answer the Petition for Termination of your Parental Rights of said children.

You are further notified that if the allegations in said petition are true, and/or if you fail to appear at the hearing, the Juvenile Court may terminate your parent-child relationship; and if the Court terminates your parent-child relationship you will lose all parental rights, powers, privileges, immunities, duties and obligations

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Cedarwood, Clemson	2BR/2BA	\$720-\$750
Crawford Falls, Clemson	3BR or 4BR	\$2200
Kirk Lane, Pendleton	2BR/1BA	\$525
College Heights Blvd., Clemson	4BR/2BA	\$1100
Charleston Ave., Clemson	2BR/1BA	\$650
Woody Rd., Pendleton	2BR/1.5BA, Townhouse	\$655
Heritage Place Dr., Pendleton	2BR/2BA, Condo	\$1200
Old Greenville Hwy., Clemson	2BR/1BA	\$575
Augusta Rd., Clemson	3BR/2BA, House	\$1500
Grove Dr., Clemson	4BR/2.5BA, House	\$2100

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# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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Chairman  
District I

Matthew Durham  
District II

Paul A. Cain  
Vice Chairman  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.



FRIDAY, JANUARY 8, 2021

Public Notice

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

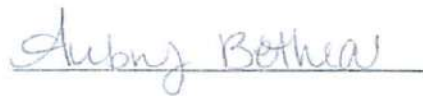
IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/08/2021



Aubry Bethea  
Notary Public  
State of South Carolina  
My Commission Expires November 20, 2030





# Public Comment

## SIGN IN SHEET

May 4, 2021 / 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

Bob Baltzer

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	Scott Arndt	Group Home
2	Ralph Holcombe	Group Home
3	Ashley Ayres	group home
4	<del>Bob Baltzer</del>	Group home
5	Shon Tipton	Elevated Youth Accommodation
6	Bert O'Shield	Timberlake One Lin
7	Melissa & Will Hubbard	Group home
8	Shannon Rees	group home
9	Holly Douglas	group home
10	Melissa Gibson	
11		
12		
13		
14	Written comments	
15	Mayor Linda Oliver	
16	Leslie Kilty	
17		
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24		
25		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



# PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: May 4, 2021 6:00 p.m.

**Ordinance 2021-08** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT RISE," PROVIDING FOR THE PAYMENT OF A SPECIAL SOURCE REVENUE CREDIT TO SUCH COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA; AND PROVIDING FOR OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**Everyone speaking before Council will be required to do so in a civil manner.**

**Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.**

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

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*[Handwritten signature: J. R. ...]*

Good afternoon,

My name is Linda Oliver and I have the privilege of being the mayor of West Union. It is with great concern for the citizens of my town and surrounding area that I write to you today. It has been brought to my attention that a company "Elevated Youth Services" is requesting to purchase on home located on Walter Scott Dr and operate a home for youth with some form of problematic sexual behavior. This area of West Union is home to many small children and elderly women living alone. I do not think this is the proper location for such a home.

As the victim of a sex crime, I can totally sympathize with victims who have to live the rest of their lives with the knowledge of having the possibility of being exposed to their perpetrator at any given time and location but when it comes to the possibly of having to live next door to such a program as this would be too much to ask of any victim.

I agree the youth need a place and guidance but putting them in the midst of homes with small children is not the answer.

Perhaps a home with acreage so that outside programs could be implemented and partnering with local church pastors could be a good alternative.

I am asking on behalf of myself and those most vulnerable to vote no to this proposal.

In response to the first reading of Ordinance 2021-10 regarding wearing face coverings in county owned facilities, thank you for hearing me.

We listened to the reading of a letter from a physician in Westminster advocating maintaining the mask requirement and quoting low percentages of people vaccinated for covid-19 in our county. We heard from one very concerned council member concerned about lifting the mask requirements too soon, stating we should consider the science. While I respect the right of every person in America to formulate and speak about their own opinion as protected by the First Amendment of our Constitution, I respectfully submit some facts for consideration that support removing the mask mandates.

In April, 2021, JD Rucker, writing for the American Conservative Movement, reported about a study that has been suppressed by the mainstream media. This study, published in January 2021, was written by Baruch Vainshelboim, Ph.D., a clinical exercise physiologist, specializing in pulmonary rehabilitation. He works for the Cardiology Division, Veterans Affairs Palo Alto Health Care System, Stanford University. The study measured the safety and effectiveness of masks worn specifically to prevent the spread of covid 19.

He concluded:

“the existing scientific evidences challenge the safety and efficacy of wearing face masks as preventive intervention for covid 19. The data suggest that both medical and non-medical face masks are INEFFECTIVE to block human-to-human transmission of viral and infectious diseases such as SARS-CoV-2 and covid 19, supporting AGAINST the usage of face masks. Wearing face masks has been demonstrated to have substantial adverse physiological and psychological effects. These include hypoxia, hypercapnia, shortness of breath, increased acidity and toxicity, activation of fear and stress response, rise in stress hormones, immunosuppression, fatigue, headaches, decline in cognitive performance, predisposition for viral and infectious illnesses, chronic stress, anxiety and depression.”

Dan Patrick, Lt governor of Texas, states that Anthony Fauci has lost all credibility among officials in his Lone Star State because he has been too frequently wrong. Mr. Patrick states ‘He has been wrong every time on every issue’ (published in the Western Journal article by Kipp Jones on July 1, 2020).

South Dakota governor Kristy Noem said in February of 2021 that “Dr Fauci has been wrong a lot.”

Dr. Anthony Fauci works for an organization called the CDC. This is a PRIVATE organization, not a public institution. Their primary objective has not always aligned with the best interest of the public when that interest is contrary to their own business agenda. We must not confuse Fauci’s advice as gospel.

When the state of Texas dropped their mask and distancing mandates, their covid counts DECREASED. The same happened in Florida. Dr. Fauci’s response was, “I don’t understand how this happened.”

I understand. With all due respect to those with a differing opinion, masks don’t work. I would encourage the lifting of mask mandates, social distancing mandates, less than 100% occupancy mandates, private gathering mandates, etc.

Thank you for your time.  
Mrs. Leslie Kilty



# 2020 ANNUAL REPORT

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Anderson | Cherokee | Greenville | Oconee | Pickens | Spartanburg



# LETTER FROM THE BOARD

**Mike Forrester | Board Chair**

ACOG Board of Directors

Our purpose is to enhance the lives of people living in the six-county South Carolina Appalachian Region. Since our establishment in 1965, we have maintained a commitment to provide quality services to local governments and special purpose districts in Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg County.

The heart of the organization is its team of board members and staff who are trusted, committed, multi-disciplined, analytical, and solutions oriented individuals who love the Appalachian Region they serve. We build and foster regional relationships, provide solutions for communities, and fill gaps in staff and administrative resources. The team serves as a regional facilitator, bringing diverse stakeholders to the table to address the most important issues facing the region.

While the global pandemic changed our focus in 2020, the Appalachian Council of Governments continued to improve the lives of the region's citizens through economic and community development, transportation, infrastructure development, resource management, senior advocacy, and workforce development. Our programs for the elderly, such as home-delivered

meals, congregate dining, transportation, and counseling, benefit seniors across our region every day. Over the past year, services to the aging expanded greatly to meet challenges presented by COVID-19. Our focus on work skills development ensures people in our region keep up with the ever changing skill sets required by business and industry. Our focus on economic development through our InfoMentum economic development support system, assistance with grant funding for infrastructure, workforce development programs, and transportation planning, ensures our region is equipped to compete in a global economy.

While our programs are broad and widely varied, they all come back to serving the people of the Upstate. Whether it is general administration, assistance with grants, planning, or economic development support, we want to be a key resource for getting the job done.

We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering our activities and accomplishments in 2020. I hope that you find it informative and thank you for supporting our region.

Respectfully,

A handwritten signature in black ink that reads "Mike Forrester". The signature is written in a cursive, flowing style.

Mike Forrester  
ACOG Board Chair



# ACOG BOARD OF DIRECTORS

## ANDERSON COUNTY

Cindy Wilson | Secretary

Mayor Rockey Burgess

Dennis Claramunt

Representative West Cox

Ray Graham

Mayor Terence Roberts

Jeff Roberts

## CHEROKEE COUNTY

David Cauthen

Lyman Dawkins, III

Ed Elliott

Representative Dennis Moss

## GREENVILLE COUNTY

Joe Dill | Past Board Chair

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Representative Neal Collins | Vice Chair

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Mayor Larry Chappell

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Mayor Junie White

## REGIONAL

Francis Crowder | Anderson County

Henry Jolly | Cherokee County

George Fletcher | Greenville County

Ernest Riley | Oconee County

Tom Ponder | Pickens County

Jane Hall | Spartanburg County

ACOG Board Member roster as of February 2021

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# ABOUT ACOG

The Appalachian Council of Governments (ACOG) was established in 1965 to advise the Governor on the use of Appalachian Regional Commission funds. In 1971, the organization became one of 10 COG districts created by the South Carolina General Assembly. ACOG represents a 6 county area that includes Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg counties in the Appalachian Region of South Carolina.

ACOG operates as a multifaceted service organization for local governments providing a regional forum where elected officials, industry experts, community leaders, and community members come together to discuss issues and share ideas to solve local challenges. ACOG works in close collaboration with our community partners toward building a competitive economy and promoting healthy, livable communities.





# SERVICES

In carrying out this mission, ACOG convenes elected officials and local practitioners to develop strategies for improving quality of life; prioritizing state and federal investments into social services and public infrastructure throughout the region. We provide comprehensive expertise and resources to support and facilitate a wide variety of programs and services for citizens and leaders.

Funding for ACOG's programs and services comes from a variety of sources, including grants from federal and state agencies, as well as dues from member local governments. In 2020, approximately 75% of ACOG revenue came from federal sources, allowing us to provide many services at reduced or no charge. The total financial return to the region from ACOG programs in 2020 exceeded \$53 million.

## PROGRAM AREAS

The Council of Governments provide services through five program areas and two partner organizations;

Economic Development

Grants Services

Government Services

Planning Services

Senior Advocacy

WorkLink – Workforce Development

Appalachian Development Corporation

**55**  
Years of Service

**6**  
Counties

**42**  
Municipalities

**5**  
Program Areas

**41**  
Employees

# ECONOMIC DEVELOPMENT



The Economic Development Program supports regional community and economic development through professional planning, grant support, and the delivery of InfoMentum, a national award-winning suite of services that includes customized GIS-based tools, web applications, research, and technical support. By providing assistance to communities and organizations in the six ACOG counties and beyond, the Economic Development Program strives to facilitate growth and development, improving the quality of life of our communities throughout the region.

**217**

Data Layers Created

**59**

Custom Maps

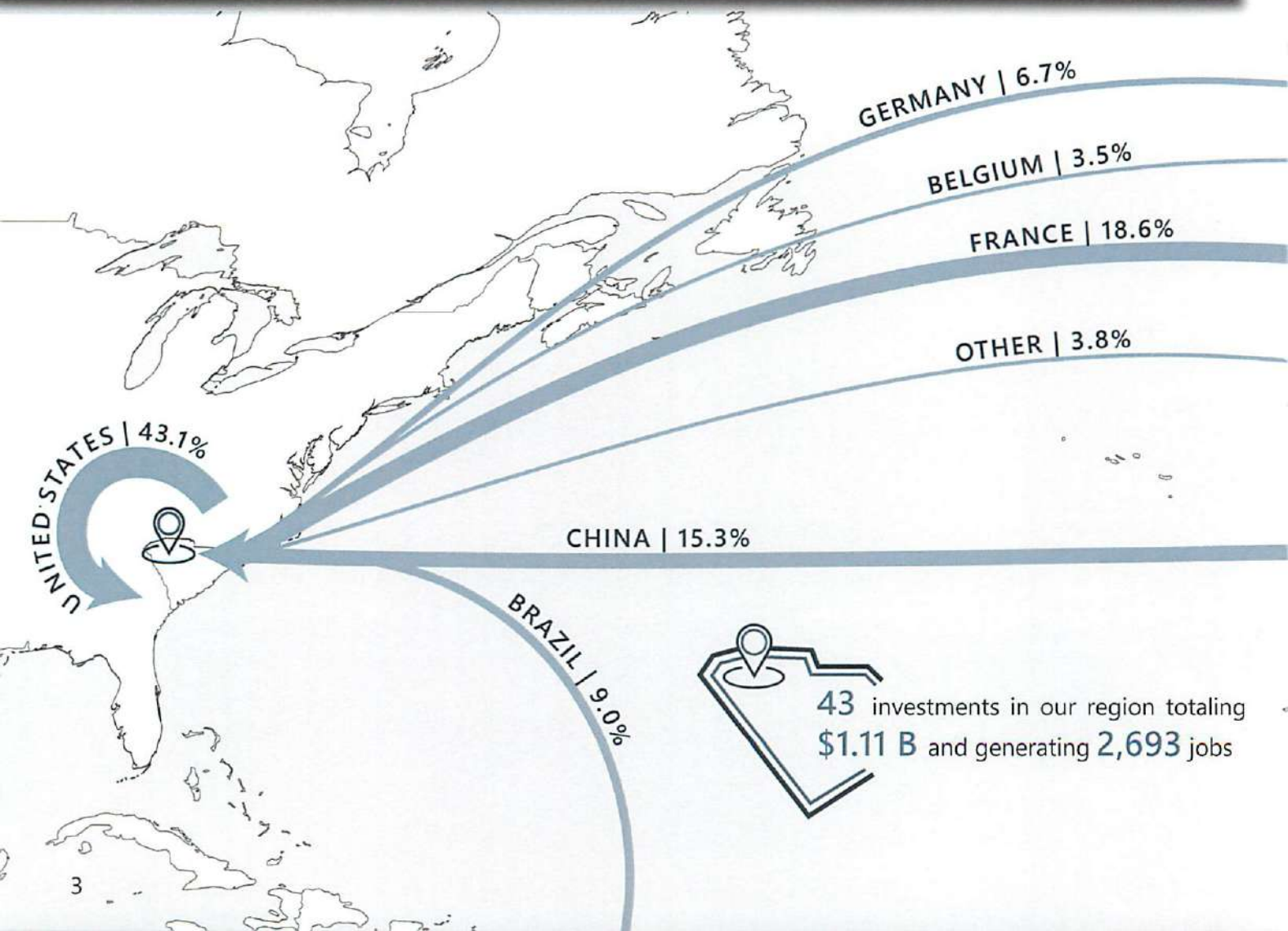
**2,142**

Data Interactions

**2,493**

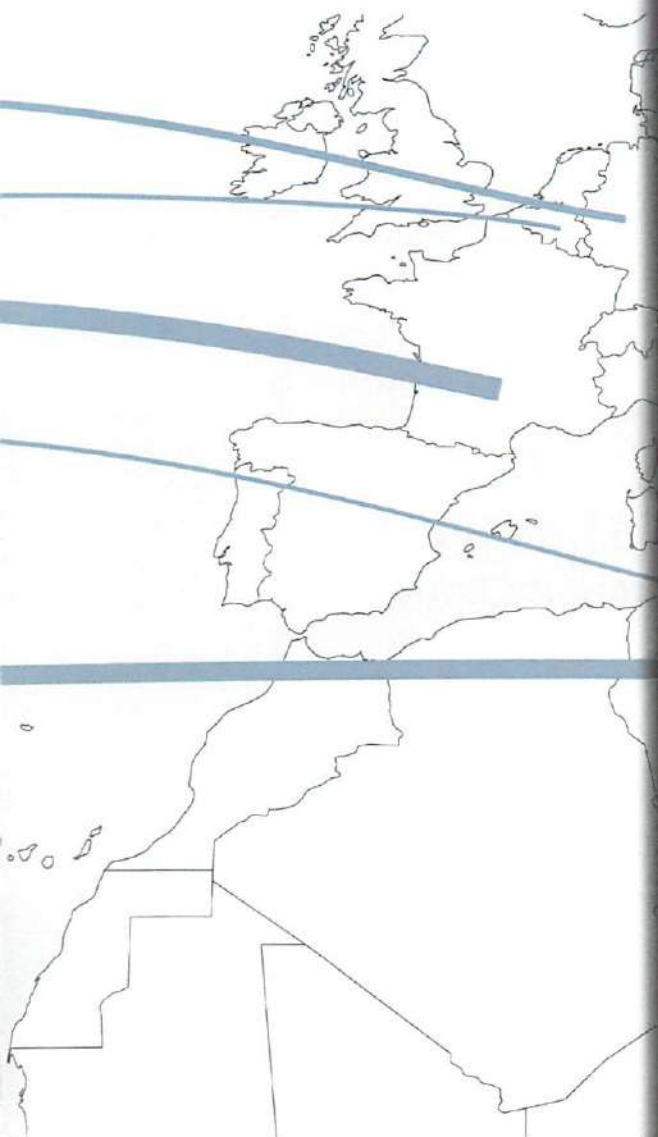
Reports Generated

## 2020 Capital Investments in the Region



## Project Highlight

The InfoMentum team developed a searchable interface for Thrive Upstate, a non-profit organization whose mission it is to provide services to people with disabilities and special needs. This interface enables Thrive Upstate staff to search their client list by name, address, location served, and service type. Search results are plotted on a map which shows the addresses of the records returned, along with their proximities to Thrive Upstate service centers. Access to the interface is restricted to ensure client confidentiality.



## 2020 Capital Investments by County

### ANDERSON

Announcements | **4**  
Investment | **\$119.8 M**  
Jobs | **612**

### OCONEE

Inquiries | **52**  
Industry Visits | **16**  
Site Visits | **7**

### CHEROKEE

Announcements | **3**  
Investment | **\$82.5 M**  
Jobs | **218**

### PICKENS

Announcements | **1**  
Investment | **\$5.6 M**  
Jobs | **35**

### GREENVILLE

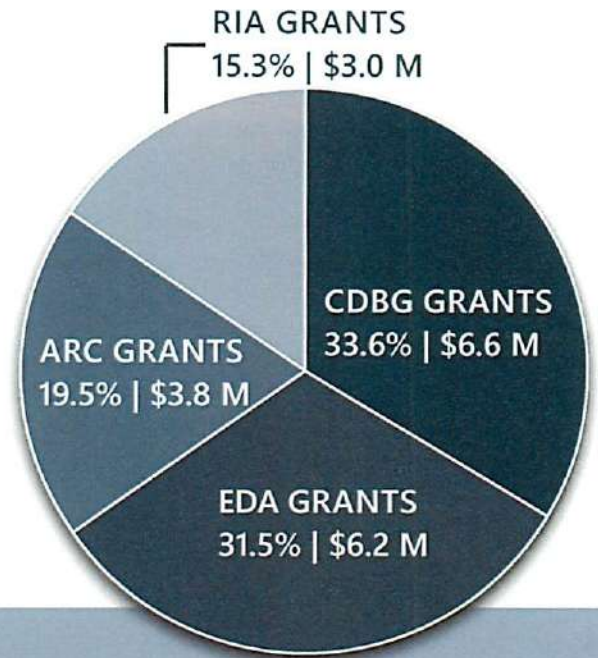
Announcements | **21**  
Investment | **\$631.5 M**  
Jobs | **1,422**

### SPARTANBURG

Announcements | **14**  
Investment | **\$269.0 M**  
Jobs | **406**

# GRANTS

The Grants Services team collaborates with local elected leaders, economic development officials, and state and federal agencies to identify, secure, and administer grant funds for a wide range of community and economic development activities. Staff brings expertise and the capacity to help communities receive grants and assists in building a strong, resilient regional economy. Services include assisting communities with planning and packaging grant applications to address community needs. Staff support includes structuring the application, organizing target area surveys, holding public hearings, and completing the full application. The team also provides grant administration after they are awarded.



## 2020 In Review

<b>26</b> Grant projects facilitated	<b>39,346</b> Residents benefiting	<b>1,696</b> Students and workers trained and educated	<b>929</b> Jobs created and retained
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**\$500,000**

### Ready Workforce

Increase residents' education, knowledge, and skills

**\$4.2 Million**

### Economic Opportunity

Maximize economic opportunities through infrastructure improvements

**\$10.7 Million**

### Critical Infrastructure

Improve and develop critical water and wastewater infrastructure

**\$1.4 Million**

### Community Enrichment

Build a better future for communities through neighborhood revitalization

**\$2.8 Million**

### Natural & Cultural Assets

Leverage the economic potential of the region's natural and cultural heritage

**\$19.6 Million**

### Total

Improve the region's economy and the quality of life of its residents

\*ARC: Appalachian Regional Commission, CDBG: Community Development Block Grant, RIA: SC Rural Infrastructure Authority



Information on COVID-19 related guidance was provided to regional administrators and managers to help navigate the CARES Act requirements, Accelerate SC Programs, and CDC guidance. ACOG worked with communities to help navigate challenges from shifting public meetings to virtual platforms to holding socially distanced parades, festivals and special events.

## GOVERNMENT SERVICES

The Government Services Program offers technical assistance for local jurisdictions in the areas of personnel, utilities, finance and budgeting, and general administration issues. Services included serving as interim administrator for a community, facilitating staffing searches, and providing training for local government officials. Staff provides a range of services to meet the needs of our communities.

In 2020, when the Town of Inman's administrator stepped down, ACOG staff stepped in as interim administrator while also facilitating the Town's search for a new administrator. This helped the Town continue progress on several projects that were at crucial stages. It also provided leaders with the time necessary to conduct a proper search for a new administrator that fit the needs of the community.

**28** | attendees at our seven-week Supervisory and Management Training course

**12** | local governments received administrative services and support

**3** | communities asked us to facilitate planning retreats and goal setting sessions

**6** | local governments received training on annexation, leadership, and sexual harassment

**8** | communities were assisted with staffing searches and budgeting assistance



# PLANNING SERVICES

Planning staff works with local governments on the development of community plans and ordinances, as well as provides administration services and technical assistance. In addition to working with local communities, planning services also focus on multi-county and regional projects. Challenges presented by COVID-19 required staff to adapt interactive planning processes to comply with social distancing and limited in-person meetings. The team was able to shift to virtual and online meeting platforms and successfully continued serving local governments.

**4**  
Comprehensive Plan updates

**3**  
Zoning Ordinances updates

**79**  
Attendees at planning education and training courses

**201**  
Section 208 Water Quality Conformance Reviews

**3**  
Served as staff for 3 communities

**\$352,860**  
Invested in 14 homes Rehabilitated through Anderson HOME Consortium



## Transportation Planning

Over the last year, staff worked with the ACOG Transportation Committee to update the region's Transportation Improvement Program, coordinated with SCDOT on the implementation of identified projects, and undertook a Regional Freight Study process to identify longer term investments to improve the area transportation system.

**\$350,000**  
Funding awarded to the region for the purchase of human service transit vehicles

**\$6.67 Million**  
Funding to counties for improvements to local roads and construction of access roads

## Regional Freight Mobility Plan

Significant growth in both population and industry has impacted the Region's roadways in the last 20 years. Freight traffic has contributed to those impacts. In March 2020, ACOG kicked off a Regional Freight Mobility Plan to address logistical, infrastructure, and economic related issues associated with the movement of goods.

This effort is a collaboration between ACOG and the region's Metropolitan Planning Organizations in Anderson, Greenville-Pickens, and Spartanburg. The process is guided by two regional committees who have identified public and private sector freight issues and will review proposed strategies. Recommendations will include specific

improvement projects (i.e. intersection and roadway improvements), regional policies (regional traffic operations and incident management), and freight policy (freight design criteria and truck parking requirements).

This is the first true region-wide transportation planning process the region has undertaken. A regional focus is important given the impact traffic has on all communities. Increasing regional collaborations in planning efforts is an important part of addressing transportation issues associated with regional growth. It is our hope that this effort will lay the groundwork for more collaborative efforts in the future.

**"The economic impacts associated with the Appalachian Region freight system users represent 46-60% of the region's economy"**

### Economic Impact

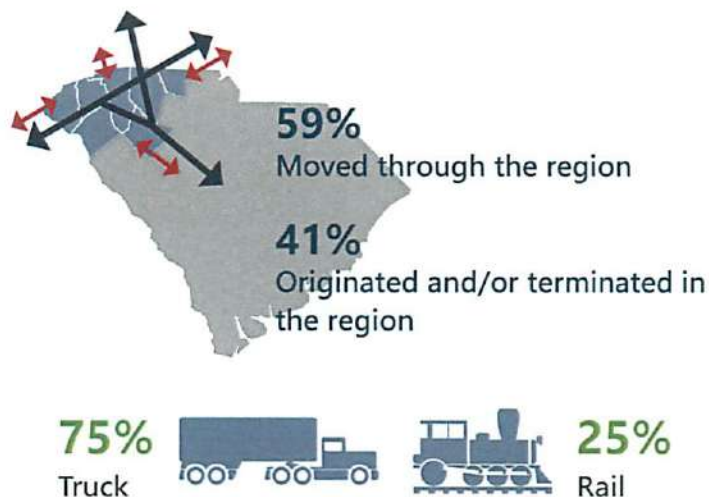
Accommodated **364,200** jobs

Produced **\$34.5 Billion** in gross regional product (GRP)

Sold **\$88.2 Billion** worth of goods and services

Earned **\$19.4 Billion** in income

### Freight Movement





## SENIOR ADVOCACY

The ACOG serves as the Area Agency on Aging (AAA) for the Appalachian Region to advocate for seniors. Senior Advocacy's goal is to empower older adults and adults with physical disabilities to maintain a high quality of life in their homes and communities. Programs provide information and support services that focus on the physical, mental, and relational health of seniors throughout the Region.

Direct assistance includes staff working with the elderly to conduct assessments and determine the level of need for clients. Identified needs are then addressed through partnerships with providers for In-Home and Community Based Services. This includes arranging for group dining and home delivered meals, transportation, home care, and health promotion programs. Primary programs available to seniors are the Information and Referral Assistance, Family Caregiver, Home Care, Long Term Care Ombudsman, Nutrition Programs, and the State Health Insurance Program.

**\$6.58 Million**

In funding for senior services

**54,628**

Seniors served

### Nutrition Program

The Nutrition Program and its partners provide nutritionally balanced meals to seniors. The meals are delivered to their homes or served at congregate meal sites.

**391,315**

Hot, frozen, and shelf-stable meals were delivered to 15,396 seniors

**"Some things you miss, some things you don't, but I really miss going to the center and seeing my friends. You bringing these meals and stopping by really brightens my day."**

**— Senior receiving home delivered meals**

**702**

Families received \$745,188 of respite relief from caregiving responsibilities

**27,714**

Hours of in-home help to 350 seniors

**17,390**

Seniors and caregivers' concerns and questions were answered by our specialists

**4,190**

Seniors advised for Medicare enrollment

**6,700**

Seniors received information on making informed Medicare decisions through 89 informational mail-outs

**648**

Cases investigated concerning quality of care issues

**210+**

Volunteer hours spent with long-term care residents in 30 of our region's facilities

## Family Caregiver Program

The Family Caregiver Support Program is focused on preventing burn-out and social isolation for caregivers of older adults and seniors raising children through the provision of respite services.

## Home Care Program

The Home Care program connects older adults with caregiver services for everyday activities.

## Information and Referral

Information and Referral Assistance specialists provide information about resources available in the region for challenges faced by seniors and their caregivers.

## State Health Insurance Program

The State Health Insurance Program (SHIP) provides up-to-date information on Medicare, supplements, and health insurance to older adults and their caregivers.

## Ombudsman Program

The Ombudsman Program investigates and works to resolve problems or complaints affecting long-term care facility residents. Ombudsman staff advocate for individuals living in nursing homes and assisted living facilities. For the safety of residents, investigation of complaints and the resolution process has moved to virtual platforms to keep the line of communication open between residents, their families, facilities, and our staff.

## Volunteer Ombudsman Program

Volunteer Ombudsmen visit facilities and provide a voice for long-term care residents. They provide information about resident rights, observe conditions, and advocate for residents. COVID-19 has prevented in-person visits and volunteers shifted to phone and video chats over the past year.



## EMERGENCY MEALS

Due to COVID-19, seniors in our communities have faced food insecurity issues due to increased isolation and limited resources. While social distancing has been necessary to limit the spread of the virus, it has prevented seniors from accessing group meals at congregate sites putting them in danger of malnutrition and hunger. Some cannot afford to stock up on food or supplies and those who could, often find themselves without transportation assistance to and from grocery stores or are simply afraid due to the risks associated with the spread of COVID-19.

In light of this, state and local agencies across the region explored solutions to ensure food-insecure and socially isolated older adults are fed and healthy during the crisis. Although dining sites are closed due to COVID-19, meal distribution has expanded by shifting to meal pickup options in all six ACOG counties. Dining sites now distribute meals several times weekly to their clients who drive in for pickup. Most recipients receive 7 days of meals instead of just the days the dining sites were open. Many of the most vulnerable clients were transitioned from dining site clients to Home Delivered Meal Services.

Another effort to combat food insecurity was a partnership between several of our meal providers in Anderson, Oconee and Greenville Counties and Blue Cross Blue Shield of South Carolina and their Foundation. Working together these agencies provided 6 weeks of emergency meals to those 60 and older in their counties during a 6-week period early in the pandemic.

Anderson County Meals on Wheels, Greenville County Meals on Wheels, and Senior Solutions Oconee County served over 10,000 meals. They set up multiple distribution locations throughout the counties to make participation as accessible as possible. Recipients were required to be 60 years of age and reside in the county where they picked up their meals through a drive through process. Agency staff and volunteers practiced social distancing and ensured a touch free process during pick up. Recipients received 5 frozen meals and a bag of fresh fruit weekly. Pick up locations also distributed ACOG agency brochures and educational literature.



**Agency Staff and volunteers practiced social distancing and ensured a touch free process during pick up.**

**Seniors received 5 frozen meals and a bag of fresh fruit weekly. Additionally, each pick up location distributed ACOG agency brochures and educational literature.**



**"I'm so bored and lonely here since I'm stuck inside because of the virus. It's just me and the newspaper until you bring the food by and smile at me. Thank you!"**

**— Senior receiving home delivered meals**

# WORKLINK

WorkLink develops the link between employers and employees in Anderson, Oconee, and Pickens Counties through the Workforce Innovation and Opportunity Act (WIOA). The Act is designed to help job seekers access education, training, and support services to succeed in the labor market.

WorkLink, partners with local service providers to administer programs for adults, dislocated workers, and youth. These services increase the

quality and accessibility of programs provided to job seekers and employers. WorkLink's goal is to ensure the local workforce development system is market-driven and meets the employment and training needs of employers and job seekers.

**234**

Soft skills workshops and activities

**417**

Dislocated workers assisted

**329**

Occupational and GED trainees

**175**

Credentials earned

**\$423,467**

WIOA scholarships

**\$134,188**

Outside scholarships

## HELP DURING COVID

Hope T. took advantage of the services of the WIOA program when she found herself suddenly unemployed. After 15 years as a Certified Pharmacy Technician she sought a career change as a dental technician. She successfully applied for a position in a dental office and gave two-week's notice with the pharmacy.

However, the position at the dental office fell through and she found herself out of work. Devastated, Hope heard about WorkLink and gained access to their services. She was teamed up with her

Career Coach, Jeff, who helped her receive training to become a medical assistant. After successfully completing her clinicals to become a medical assistant, Hope was hired as an ophthalmic medical assistant at Family Vision.

The support of the WorkLink team helped support Hope and her family during a difficult time. Those services not only helped Hope find employment, but guided her to services and training that ultimately helped improve her skills and employment opportunities.

**"I am forever grateful for all of the work and time that my Career Coach Jeff put into my case and how passionate he was to help me."**

**— Hope T.**



The pandemic posed a unique challenge as it increased unemployment dramatically while also limiting traditional programs. WorkLink adapted by holding 5 drive-thru job fairs to connect job seekers with companies and ensure those job seekers have the skills needed to find employment.

## APPALACHIAN DEVELOPMENT CORPORATION

The Appalachian Development Corporation (ADC) is a nonprofit economic development lender established to support economic development in the Appalachian Region. Business lending programs include multiple financing options. The goal of ADC is to work in conjunction with local lending institutions to structure "gap-financing" loans that improves the applicant's overall debt service requirements. The funding comes primarily from public dollars and the primary purpose is to leverage local investments to maximize the applicant's resources to create jobs for our area.

The ADC manages the Appalachian Loan Fund (ALF) on behalf of the ACOG. The ALF loan pool is capitalized by grants from the Appalachian Regional Commission and the State of South Carolina. The ALF is a source of low-cost, long-term, fixed-rate financing for businesses whose projects will result in the creation of permanent full-time jobs and leverage private sector investment.

**2**  
Loans Closed

**\$597,250**  
Loaned

**\$683,282**  
Private Capital Leveraged

**36**  
Jobs Retained





  
**APPALACHIAN**  
COUNCIL OF GOVERNMENTS

[www.scacog.org](http://www.scacog.org)

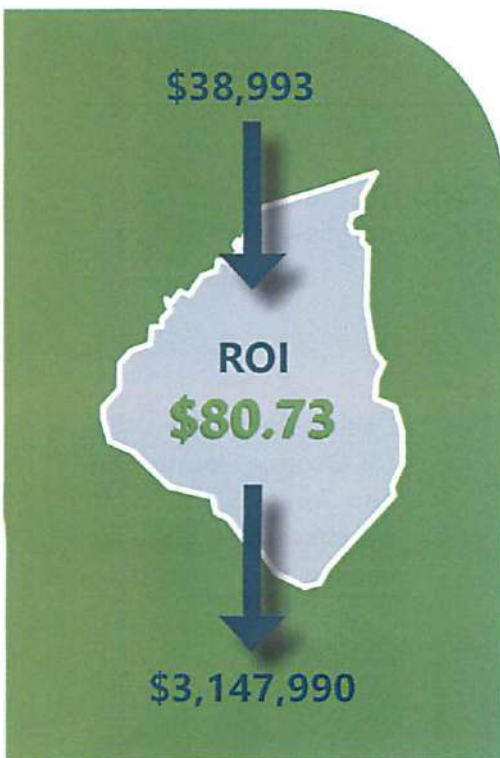


# 2020 OCONEE COUNTY SERVICES

The Appalachian Council of Governments is a multifaceted service organization for local governments, providing a range of services. We work in close collaboration with our community partners toward building a competitive economy and promoting healthy, livable communities that preserve our residents' quality of life.

## RETURN ON INVESTMENT

Oconee County's annual investment in the ACOG is \$38,993. The return on investment to Oconee County in 2020 was \$3,147,990 representing a return on investment ratio of \$80.73 on every \$1.



## 2020 RETURN ON INVESTMENT

Appalachian Regional Commission Grants	\$	500,000
Services to Seniors		811,963
Transit Services		115,000
Transportation Improvement Program		1,350,000
Workforce Development		371,027
<b>Total Funding into Oconee County</b>		<b>3,147,990</b>
<b>Annual County Contribution to ACOG</b>		<b>38,993</b>
<b>Return on County Investment (per dollar)</b>	<b>\$</b>	<b>80.73</b>

## SERVICES PROVIDED TO OCONEE COUNTY IN 2020

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Each year, Oconee County invests in the Appalachian Council of Governments. In return, the ACOG commits to providing services to improve the quality of life through economic and community development, transportation planning, infrastructure development, resource management, senior advocacy, and workforce development as shown in the examples below.

## GRANTS SECURED

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Walhalla Trail | **\$500,000 ARC**

Managed 6 grants totaling **\$6.2 M** for Oconee County

## SENIOR ADVOCACY SERVICES PROVIDED

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**4,250 hours** of in-home help to seniors

**\$55,277** in caregiver respite services

**63,072** hot, frozen, and shelf-stable meals delivered to **1,510 seniors**

**477** assessments of seniors for needed services

Assisted **833** seniors with navigating Medicare enrollment and options

Answered **22** complaints resulting in the investigation of **20** cases regarding quality of care

## ECONOMIC DEVELOPMENT

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This year, the InfoMentum team assisted the Oconee Economic Alliance (OEA) through the use of the InfoMentum suite to enhance industrial recruitment efforts.

Responded to **48** data requests for Oconee County

The InfoMentum team has an ongoing project to maintain and update Oconee County's Economic Announcements Map

## GOVERNMENT SERVICES

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Facilitated planning retreat/goal session for City of Seneca.

Provided information to regional administrators and managers pertaining to COVID 19 on the CARES Act, electronic meetings, and information from the Governor, Access SC, and the CDC on parades, festivals and special events.

## PLANNING SERVICES

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Provided planning training to local board and officials for cities in Oconee.

**\$1,350,000** allocated to **2** intersection improvements at SC 24 and SC 182 in Oakway and at the intersection of SC 59 and SC 182/ SC 245 in Fair Play.

Designated **\$115,000** for Oconee County DSN and Senior Solutions to purchase ADA compliant vans to serve clients